

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES
Agreement to Purchase Services

THIS AGREEMENT, made the 28th day of March, 2013, is by and between the State of Maine, Department of Administrative & Financial Services, hereinafter called "State" and/or "Department" and WEX Bank, located at 7090 South Union Park Center, Suite 350, Midvale, Utah, 84047, telephone number 888-842-0075, hereinafter called "Provider", for the period of March 1, 2013 to January 31, 2016.

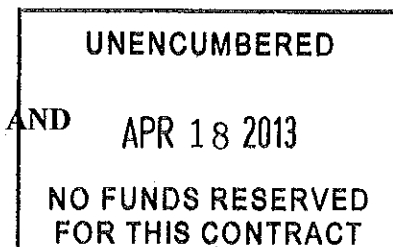
The AdvantageME Vendor/Customer number of the Provider is VC1000097431.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C - Exceptions to Rider B
- Rider D - RFP # 201210406 Fuel Card Services
- Rider E - RFP #201210406 Fuel Card Services Amendment-1 & 2
- Rider F - WEX Bank Response to RFP # 201210406
- Rider G - Identification of Country in Which Contracted Work will be Performed
- Rider H - Entity Participating Addendum

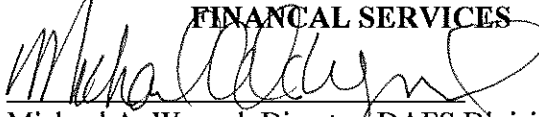
WITNESSETH, that this contract is consistent with Executive Order 17 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 3 original copies.




By:

**DEPARTMENT OF ADMINISTRATIVE
FINANCIAL SERVICES**

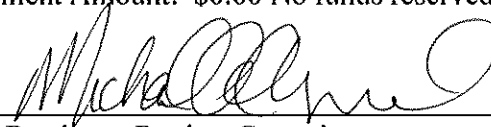

Michael A. Wenzel, Director, DAFS Division
of Purchases

and

By:


WEX Bank

Total Agreement Amount: \$0.00 No funds reserved

Approved: 
Chair, State Purchases Review Committee
BP54 (Rev 1/12)



RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

A. Agreement Definition and Participation

This document creates a Master Agreement under which fuel card services will be delivered. Hereinafter, this Master Agreement is referred to as the "Contract" or "Agreement" as it applies to the business relationship between the State of Maine and WEX Bank.

This statewide Agreement may be used by all government agencies of the State of Maine. State boards; quasi-state government entities; political sub-divisions of the State of Maine such as towns, cities, and counties; Maine educational institutions, such as public school districts, state universities, and public colleges; (hereinafter "Participating Entity") may participate in this Agreement at the same prices, terms and conditions by signing a Participating Addendum (Rider H) with WEX Bank. Services furnished to Participating Entity users will be billed directly to and paid for by the Participating Entity. The State of Maine shall have no responsibility for Participating Addenda, and separate terms and conditions may apply in any such Addendum as negotiated between WEX Bank and the Participating Entity.

B. General Specifications

1. Definitions:

The following words contained in the remainder of Rider A have the following meanings:

- 1.1. "Account(s)" means the charge card credit line extended to Company by Issuer. An Account may be evidenced by a plastic Card or an account number.
- 1.2. "Account Holder" refers to an entity maintaining a Card account under this Agreement.
- 1.3. "Account User" means Company or any other entity or individual authorized by Company to use Account or Cards.
- 1.4. "Business Day" means any day other than a Saturday, Sunday or other day on which banking institutions in Maine are generally authorized or required by law or executive order to close.
- 1.5. "Card" or "WEX Card" means the fleet fuel credit card issued by the Provider for the State's use in purchasing products from Merchants as provided for under this Agreement.
- 1.6. "Controls" are a set of authorization tools designed to assist Company with managing purchases.
- 1.7. "DIN", "DID" or "PIN" means the identification number associated with an Account User or Card.
- 1.8. "Issuer" is WEX Bank, also referred to as "Provider".
- 1.9. "Merchant" means any merchant that offers Product for sale that honors the Card, unless the Provider has notified the State that certain merchants will not be considered Merchants for the participation under this Agreement.
- 1.10. "Provider" is WEX Bank, also referred to as "Issuer".
- 1.11. "Retail Rebate" means the quarterly rebate
- 1.12. "RFP" refers to Request for Proposal # 201210406 for Fuel Card Services.

- 1.13. "Transaction" means the use of a Card or Account to buy goods or services at accepting merchants.
- 1.14. "Unauthorized Transactions" means a Transaction made on a Card or Account by any person or entity other than an Account User.

2. Term

The initial term of the Agreement shall be three years. Per terms of the RFP, on mutual agreement between the State and the Provider, the Agreement may be renewed for a period of 1 year up to three (3) times, total of three additional years beyond the initial Agreement term.

3. Services

The Provider will deliver a Fuel Card Services program that shall allow the means to purchase the following, but not limited to:

3.1. Fuel and Oil

Fuel and oil purchases will include unleaded gasoline, diesel fuel, aviation fuel (Jet A and AV fuel), marine fuel, alternative fuels (CNG, Propane, E-85, B-20, and Biodiesel), oil and other vehicle fluids.

3.2. Maintenance and Emergency Services

Minor maintenance and emergency services that may include but is not limited to items such as car washes, inspection services, oil changes, tire replacement, wheel alignment and balancing, replacement of minor interchangeable parts (i.e. air filters, wiper blades, headlamps or bulbs, etc.), roadside assistance, and towing. Each account will determine if these purchases are allowable.

3.3. The Provider will be responsible for extending credit with respect to the Cards issued to or on behalf of account holder by Provider pursuant to the terms of the Agreement.

3.4. The WEX Card has universal acceptance and is accepted in all 50 states along with Canada.

3.5. Account Holders will have the ability to set varied purchases controls, limits on the Cards.

4. Program and Transaction Data Reports

4.1. The Provider will contribute \$600.00 to provide the necessary software changes to all Department of Transportation's AssetWorks terminals to ensure compatibility based on verbal cost estimates provided by AssetWorks.

4.2. The Provider will provide an interface to Department of Transportation's internal system that will allow for daily transaction uploads up to \$5,000.00.

5. Implementation

5.1. The Department of Transportation, Department of Public Safety, Central Fleet Management and Natural Resources Service Center will coordinate separate implementation processes; manage their own Cards and billing processes under separate accounts as Account Holders. Other agencies may wish to coordinate and manage their own accounts as well, subject to approval by the Director of the Division of Purchases.

5.2. The Department will coordinate the distribution plan for the Cards.

- 5.3. The Department will work with the Provider to determine each account configuration including fueling limits by transaction, by day and by total purchase.
- 5.4. The Department will determine the appropriate data capture items at the point of sale (i. e. driver ID, unit number).

6. Taxes

- 6.1. The Provider will provide billing services net of all applicable fuel taxes (as correctly reported to WEX by accepting merchant) and discounts.

7. Rebates

- 7.1. The Provider will issue a retail rebate of 150 basis points (1.50%) each quarter, off all monthly retail transactions. The Provider will commence calculating the Retail Rebate as of the first day of the billing cycle after the effective date of this Agreement. The rebate percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Retail Rebate.
- 7.2. Rebates for international transactions shall be paid at a rate of 50% of the applicable rebate percentage.
- 7.3. The Provider will issue a monthly rebate of one-half basis point (0.005%) for each day the Department pays the bill prior to the thirty (30) calendar days from the billing date appearing on the invoice. The Provider shall commence calculating the Payment Timing Rebate on the first day of the first billing cycle after the Agreement becomes effective. The Rebate will be calculated by determining the payment timing and the applicable rebate percentage, then by multiplying the rebate percentage by the total dollar amount of monthly retail transactions.

8. Signing Bonus

- 8.1. In consideration of the execution of this three year Agreement, the Provider will pay the State a signing bonus of sixty thousand dollars (\$60,000). The signing bonus will be paid in the form of a check which would be issued thirty (30) calendar days after the effective date of the Agreement. In the event the Department determines the Agreement prior to the expiration of the initial term without cause, the Provider will request the Department to refund a prorated portion of the signing bonus within thirty (30) days after the effective date of the termination. The Provider will also pay an additional bonus of twenty thousand dollars (\$20,000) for each one-year renewal of the Agreement.

9. Credit Limits and Accounts.

- 9.1. Issuer may, in its sole discretion, extend credit, establish Accounts and/or issue Cards under this Agreement.
- 9.2. Issuer will establish an aggregate credit line for the State. The State may then allocate this line amongst its various billing units or State agencies. For those municipalities or other approved organizations that the State permits to have the benefits of this Agreement, such entities will be required to establish their own credit line with the Issuer through the use of a participation addendum form. Account Users can make purchases on the Account up to the credit limit that is assigned by the State. The credit limit for each billing account appears on the billing statement. The State agrees not to exceed its total credit limit. In rare cases, Issuer may change the credit limit of an Account User or the State without prior notice. If Issuer permits or has previously permitted the State to exceed its credit limit, it does not mean that Issuer will permit the State to exceed its

credit limit again. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion and specifically in the event that: (i) any balance is past due; and/or (ii) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the credit limit. Nothing contained in this Agreement prevents the State from requesting an increase or decrease of the credit limit.

- 9.3. The State shall designate its Account Users as well as those contacts authorized to: (i) provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; (ii) provide vehicle, driver and other information; (iii) receive all Account numbers, Cards or reports; (iv) receive other Account information; and (v) select additional products and/or services that may be offered. The State will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer's customer service department or through Issuer's online system. The State remains liable for any unauthorized use until Issuer receives notice of any change in or removal of any Account User or contact. Issuer is authorized to take instruction from any Account User or contact with express authority to act on the State's behalf. Unless the State reports any errors in Account information or Cards within three (3) business days of receipt, Issuer is entitled to rely on that information for servicing the Account.
- 9.4. The State is responsible for notifying Issuer of any revocation of any Account User's authority to use or access its Accounts, Cards or, as applicable, DINs and the State shall remain liable for any charges made by an Account User until notice of revocation of authority is received by Issuer. The State agrees that use of a Card and the applicable DIN is deemed authorized use of the Account. The State assumes all risk if it chooses to leave a Card at a merchant for use by its drivers or Account Users and as such, agrees to pay for all charges made with that Card. The State agrees to keep DINs confidential and to provide for its employees or Account Users to not disclose any DIN. If Account Users or other employees disclose a DIN or write a DIN on a Card, then the State is liable for any fraudulent use that may result.
- 9.5. All Cards will be valid through the expiration date listed on the Card unless the Card has been suspended or terminated. The State will automatically receive new Cards prior to the expiration date of their current Cards unless this Agreement is terminated.
- 9.6. Accounts and Cards will only be used for the purchase of products and services for business or commercial purposes and not for personal, family or household purposes. The State shall adopt internal policies and controls to ensure that the Accounts and Cards are used strictly for business or commercial purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited. The State agrees that the State's use of Cards or Accounts is deemed acceptance by The State of this Agreement's terms. All Cards or Account numbers provided remain the property of Issuer and shall be returned to Issuer or destroyed upon our request.
- 9.7. Issuer is not responsible in the event a merchant does not accept or honor a Card or Account number as payment.
- 9.8. The State may purchase dyed special fuel using its Account or Cards. The State acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. The State understands that it may be subject to fines or other legal action by governmental authorities for misuse or mishandling of dyed special fuel. Issuer is not liable in any way for any misuse or mishandling by the State of any dyed special fuel. Upon request from applicable

governmental authorities, Issuer may provide information to governmental authorities regarding the State's dyed special fuel purchases without prior authorization from the State.

10. Controls. The State may request that Controls be applied to its Account(s).

- 10.1. The availability and effectiveness of Controls is dependent upon each merchant's adoption of card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant, and as such, Issuer is not responsible for inappropriate product code assignment. In addition, some Controls are not enforceable at island card readers.
- 10.2. Default Control values will be assigned by Issuer unless the State makes its own election(s) through the online product. More detailed information related to Controls and their limitations is available through the online product. Issuer is not responsible for the prudence of any particular Control level selected by the State. Issuer shall use reasonable efforts to deny requests for Transaction authorizations that fall outside the selected Control parameters. The State remains responsible for payment in full of Transactions which fall outside of the Control parameters selected, if such Transactions are made with a valid Card and are processed by Issuer.
- 10.3. Only transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization. Issuer may, in its sole discretion, at any time, without prior notice modify Controls for the purpose of, among others, aiding in the prevention of suspected fraudulent activity. Issuer will notify the State after any modification is made. The State agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

11. Reports

- 11.1. Issuer provides transaction data for each Account to the State as transmitted by merchants. The State is responsible for reconciling that data. Issuer is not liable in connection with the accuracy or completeness of any specialty reports, management reports, data services or other information services provided to the State because that data is based upon third party information. In addition, the State understands that in the event an error is identified in a report, such as an incorrect product code, the State is still liable for the Transaction, but may follow the dispute process to obtain clarifying information.

12. Application of Payments and Early Payments

- 12.1. Payments will be applied first to outstanding balances. The State or an Account User, as applicable, may pay their Account balance or a portion of it, at any time prior to its due date without penalty

13. Disputed Amounts

- 13.1. The State shall use its best efforts to resolve business-to-business purchase disputes directly with the relevant merchant such as disputes arising out of quality, warranty, or performance issues.
- 13.2. All charges that have not been credited to the State's account by Issuer as a result of a filed dispute by the State must be paid in full. Charges must be disputed in writing no later than sixty (60) days from the billing date or they will be considered final and binding. The State may dispute an amount reflected on a billing statement if: (i) the amount does not reflect the face value of the Transaction; (ii) the amount being disputed

is a fee that is not properly accrued under this Agreement; or (iii) the State does not believe it is liable for that amount.

- 13.3. Certain Transactions in dispute may qualify for charge back to the merchant due to fraud or other circumstances in which the merchant may be liable. Issuer shall attempt to charge the Transaction back to the merchant in accordance with its procedures under its merchant acceptance agreements. Any accepted charge back will be credited to the relevant Account.

14. Notice of Loss, Theft or Unauthorized Use

- 14.1. In the event that the State or an Account User knows of or suspects the loss, theft or possible unauthorized use of a Card or Account or if the State would like to terminate an Account User, Issuer must be immediately notified by calling **1-800-492-0669 or the Issuer Account Manager assigned to this Agreement.**

15. Unauthorized Use and Unauthorized Transactions

- 15.1. The State will be liable to Issuer for all unauthorized use or unauthorized transactions that occur if: (i) a Card is lost or stolen and the State does not give immediate notice to Issuer as provided in Section 13 of this Agreement; ii) such use or suspected use occurs as a result of the State's lack of reasonable security precautions and controls surrounding the Cards or Accounts; or (iii) such use results in a benefit, directly or indirectly, to the State or Account User. Misuse by an Account User or other employee does not constitute unauthorized use or an unauthorized transaction.

16. Disclaimers and Limitations

- 16.1. Except as otherwise required under law, Issuer makes no warranty with respect to goods, products or services purchased on credit through Issuer. Issuer further disclaims all warranties with respect to goods, products and services purchased with a card, including, without limitation, the implied warranty of merchantability.

17. Notices

- 17.1. Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate party at the address set forth in the application for credit or at such other address as the parties may indicate from time to time. In addition to the notice methods provided above, the parties agree that a communication: (i) by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or (ii) by e-mail to or from an address normally used by an Account User for business communications shall be considered to be a "writing" and to be "signed" by the party transmitting it for all purposes. The parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The parties agree that a photocopy or printed copy of a facsimile or e-mail constitutes the "best evidence" and an "original" of such a writing.

18. **Federal Law:** The Issuer will comply with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an Account.

19. International Use of Cards/Currency Conversion.

- 19.1. Cards are issued for use by the State's United States based operations, but may be used in Canada. The State may not distribute Cards to employees based in countries other than

the United States. If Cards are used in any other country other than the United States, the State will: (i) be billed in US Dollars; (ii) receive reporting in English; and (iii) accept the currency conversion fee as defined below in Subsection 22.2.

19.2. Issuer will convert any purchase made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing international Transactions is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time.

20. Additional Products and Card Features. The State may elect to enroll in or use additional products or features that are offered by Issuer or approved vendors of Issuer. The State understands that additional terms of use for such products or features, including any associated fees may apply and will be provided to the State prior to enrollment.

20.1. Online Products: Certain products and services may be accessed by the State or Account Users through the Internet. Although Issuer uses both passwords and data base security methods for our online products, security cannot be guaranteed. Issuer is not liable to the State for any data corruption, loss or unauthorized Account access, as a result of the State's access to Issuer's website through the Internet or dial-in computer, notwithstanding reasonable security measures instituted by Issuer.

20.2. Changes in Law: In the event that there is a change in applicable law deemed by Issuer to be material to the administration of the program Issuer may seek to re-negotiate the terms, including but not limited to, the financial terms, of this Agreement. The State shall have no obligation to renegotiate such terms; provided, that if the parties cannot agree on an adjustment of such terms, then Issuer may, at its option: (i) allow this Agreement to remain in effect without any such adjustment; or (ii) terminate this Agreement as provided for in Rider B, paragraph 15.

20.3. Site Selection: The Site Selection Program enables the State to provide Issuer with a list of specific locations where the State wishes to restrict purchases based on certain specified criteria. If the State chooses to use the Site Selection Program, Issuer will provide the State with appropriate enrollment forms. Issuer reserves the right to not establish site selection criteria for certain sites that may be identified by Issuer as being ineligible for the Site Selection Program. Issuer cannot guarantee that the Site Selection Program will work at independently owned fuel merchants enrolled to accept Issuer's Cards. The Site Selection Program applies only to transactions that are received for authorization by Issuer electronically. The State is responsible for payment in full of all charges made at a location that the State selected to be an "excluded location" which are made with a valid Card and that are processed by Issuer.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$0.00 No Funds Reserved.
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

The Provider will render invoices to the Department in U.S. dollars. Billing cycle will vary by account and is left to the discretion of each Department. All invoices are to be supported by necessary documentation, including electronic invoice which details each Card transaction during the billing cycle. Each transaction is to be billed net of all applicable fuel taxes and discounts and be available in Excel format or an ASCII file format to be determined by the Department.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Kevin Scheirer
Title: Director of Special Projects
Address: 9 State House Station
Augusta, Maine 04333-0009
Telephone: 207-624-7349
Email: Kevin.Scheirer@maine.gov

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this

Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION**

The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider,

its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B

included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
EXCEPTIONS TO RIDER B

Paragraph 15. Termination shall also read:

If the State Defaults, and such default is not cured within thirty (30) days of written notice from Provider, the State: (i) will not have any further right to borrow under this Agreement; (ii) all outstanding amounts under the Account are immediately due and payable (subject to paragraph 22 Non Appropriation); (iii) Provider may terminate this Agreement; and (iv) Provider will have the right to bring suit and exercise all rights and remedies available under applicable law. Alternatively, Provider may, in its sole discretion: (i) suspend all services and obligations; (ii) shorten the billing cycle; or (iii) change the payment terms. The suspension of services and/or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise.

RIDER D
RFP # 201210406 Fuel Card Services

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE &
FINANCIAL SERVICES
Division of Purchases

RFP # 201210406

Fuel Card Services

RFP Coordinator: Kevin Scheirer
9 State House Station
111 Sewall Street
Augusta, Maine 04333-0009

Tel: (207) 624-7349 e-mail: kevin.scheirer@maine.gov Fax: (207) 287-6578

From the time this RFP is issued until award notification is made, all contact with the State regarding this RFP must be made through the aforementioned RFP Coordinator. No other person / State employee is empowered to make binding statements regarding this RFP. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

Bidders' Conference: Conference call on Wednesday, November 28, 2012 at 2:00 pm local time. Bidders should contact the RFP Coordinator for conference call information.

Deadline for Submitted Questions: Tuesday, December 4, 2012, 5:00 p.m. local time

Proposals Due: Wednesday, December 19, 2012, not later than 2:00 p.m. local time

Due to:

Division of Purchases
Burton M. Cross Building, 4th Floor, 111 Sewall Street
9 State House Station, Augusta ME 04333-0009

TABLE OF CONTENTS

Public Notice	3
PART I INTRODUCTION.....	4
A. Purpose and Background.....	4
B. General Provisions	4
C. Eligibility to Submit Bids.....	5
D. Contract Term	5
E. Number of Awards	6
PART II SCOPE OF SERVICES.....	7
PART III KEY RFP EVENTS	14
A. Timeline of Key RFP Events	14
B. Bidders Conference	14
C. Questions	14
D. Submitting the Proposal	15
PART IV PROPOSAL SUBMISSION REQUIREMENTS.....	16
A. Proposal Format	16
B. Proposal Contents.....	17
Section I Organization Description, Qualifications, and Experience	17
Section II Specifications of Work to be Performed	18
Section III Cost Proposal	18
Section IV Economic Impact within the State of Maine	19
Section V Required Proposal Attachments.....	19
PART V PROPOSAL EVALUATION AND SELECTION.....	20
A. Evaluation Process - General Information	20
B. Scoring Weights and Process	20
C. Selection and Award	21
D. Appeal of Contract Awards.....	22
PART VI CONTRACT ADMINISTRATION AND CONDITIONS.....	23
A. Contract Document	23
B. Standard State Agreement Provisions	23
PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS.....	25
PART VIII APPENDICES	26
PROPOSAL COVER PAGE.....	26
COST PROPOSAL FORM	28

Public Notice

**State of Maine
Department of Administrative and Financial Services
Public Notice for RFP # 201210406
Fuel Card Services**

The State of Maine Department of Department of Administrative and Financial Services, Division of Purchases has a requirement for the provision of fuel card services to various State of Maine agencies and other entities. In accordance with State procurement practices, the Department is hereby announcing the publication of a Request for Proposals (RFP) # 201210406 for the purchase of the aforementioned services.

A copy of the RFP can be obtained by contacting the Department's RFP Coordinator for this project: Kevin Scheirer. The RFP Coordinator can be reached at the following email address: kevin.scheirer@maine.gov or mailing address: 9 State House Station, 111 Sewall Street, Augusta, Maine 04333-0009. The Department encourages all interested vendors to obtain a copy of the RFP and submit a competitive proposal.

A Bidders' Conference will be held by conference call on Wednesday, November 28, 2012 at 2:00 pm EST. Bidders should contact the RFP Coordinator for conference call information.

Proposals must be submitted to the State of Maine Division of Purchases, located at the Burton M. Cross Office Building, 111 Sewall Street, 4th Floor, 9 State House Station, Augusta, Maine, 04333-0009. Proposals must be submitted by 2:00pm, local time, on December 19, 2012, when they will be opened at the Division of Purchases' aforementioned address. Proposals not received at the Division of Purchases' aforementioned address by the aforementioned deadline will not be considered for contract award.

State of Maine - Department of Administrative & Financial Services
RFP # 201210406
FUEL CARD SERVICES

PART I INTRODUCTION

A. Purpose and Background

The State of Maine is seeking proposals from vendors who can provide cost effective retail fuel card services for all State agencies, interested municipal governments, and educational institutions and organizations ("Entities") that will allow the purchase of fuel and other vehicle-related supplies and services as defined in this Request for Proposals (RFP) document. This document provides instructions for submitting proposals, the procedure and criteria by which the Provider will be selected, and the contractual terms which will govern the relationship between the State of Maine ("Department") and the awarded Bidder(s).

The current retail fuel card program has approximately 5,655 cards in use and serves 46 state agencies and 13 political sub-divisions. There are four major fleets of vehicles and equipment within the Department of Transportation, Central Fleet Management, Natural Resources Departments (Inland Fisheries and Wildlife; Environmental Protection; Agriculture, Conservation, and Forestry; Marine Resources), and the Department of Public Safety.

Our users primarily operate within the State of Maine, however there is out of state travel and travel to Canada on a regular basis. Many of the users will have a need for 24-hour fuel purchase capability.

In SFY 2012, Entities' retail fuel purchases totaled approximately 120,067 gallons of diesel fuel with a gross total cost of \$486,737 and 2,460,360 gallons of gasoline with a gross total cost of \$8,996,110. This information is furnished for purposes of reference only. No express or implied pledge of consumption is made or intended.

B. General Provisions

1. Issuance of this RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All proposals should adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the "Proposal Submission Requirements and Evaluation" section of this RFP.
3. Bidders shall take careful note that in evaluating a proposal submitted in response to this RFP, the Department will consider materials provided in the proposal, information

obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder's experience and capabilities. The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.

4. The RFP and the selected Bidder's proposal, including all appendices or attachments, will be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFP will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 *et seq.*). If a Bidder submits materials that it claims are confidential because they are not "public records" pursuant to FOAA, the Bidder must (1) conspicuously and precisely designate those particular portions of its materials as "confidential" and (2) provide the specific statutory or other legal basis that excepts the designated materials from FOAA's definition of "public record." (See 1 M.R.S. § 402; <http://www.maine.gov/foaa/law/exceptions.htm>.) A Bidder's confidential designation does not ensure nondisclosure of the material; the State shall determine whether submitted materials are "public records."
6. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP.
7. The State of Maine Division of Purchases reserves the right to authorize other Departments to use the contract(s) resulting from this RFP, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

Private for-profit companies and institutions are invited to submit bids in response to this Request for Proposals.

D. Contract Term

The Department is seeking a cost-efficient proposal to provide services, as defined in this RFP, for the anticipated contract period defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for three renewal periods of one year each.

The term of the anticipated contract, resulting from this RFP, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	2/1/2013	1/31/2016
Renewal Period #1	2/1/2016	1/31/2017
Renewal Period #2	2/1/2017	1/31/2018
Renewal Period #3	2/1/2018	1/31/2019

E. Number of Awards

The Department anticipates making one award as a result of this RFP process.

PART II SCOPE OF SERVICES

A. Overview

This agreement will provide the State, interested municipal governments, and educational institutions/organizations with the means to purchase the following retail fuel card services:

A. Fuel and Oil

Fuel and oil purchases will include unleaded gasoline, diesel fuel, aviation fuel (Jet A and AV fuel), marine fuel, alternative fuels (CNG, Propane, E-85, B-20, and Biodiesel), oil and other vehicle fluids.

B. Maintenance and Emergency Services

Each Entity and account will determine the allowable purchases of minor maintenance and emergency services that may include but is not limited to items such as car washes, inspection services, oil changes, tire replacement, wheel alignment and balancing, replacement of minor interchangeable parts (i.e. air filters, wiper blades, headlamps or bulbs, etc.), roadside assistance, and towing.

The State seeks to establish a program that reflects the best available prices for retail fuel, ancillary products, maintenance, and emergency services while maximizing revenue sharing for Entities. Additionally, the State expects an efficient and smooth transition to a new program that will promote the expansion and use of the program to Entities.

B. Implementation and Training

A. Bidders must propose an implementation plan that addresses all activities necessary to achieve a successful implementation. The implementation plan shall include a time line for the various steps required as well as risk mitigation strategies to ensure that the implementation stays on schedule. At a minimum include the following in the proposed implementation plan:

- a. Contact information and roles and responsibilities for all Contractor Program Support Staff
- b. Schedule with dates and locations for program and technology solution training
- c. Program forms (hard copy and electronic)
- d. Agency training methods and training materials (hard copy and electronic)
- e. Agency hierarchy establishment (i.e., Agreement Administrator, Approving Official, Accounting/Billing and Site Coordinators, etc.)
- f. Billing process flow and associated reports
- g. Card controls and issuance options

- h. Card/account set-up
- i. Card/account production and distribution
- j. Card/account activation
- k. Electronic access set-up and testing

B. The State requires a comprehensive training plan that fully addresses the needs and responsibilities of the entity Agreement Administrators, the Cardholders, the Cardholder Approvers, and the accounts payable and receivable divisions. Explain how you will meet this requirement.

C. General Program Function and Technical Capabilities

A. Customer Services/Support System

- a. The State requires that Cardholder services should be available 24 hours a day on every day of the year (24/7/365). Cardholder services include but are not limited to the following: covering the reporting of lost or stolen cards, transaction authorization and verification, account inquires, account maintenance, and card holder customer assistance. Accounting, billing, and other similar forms of customer support services must available via the Bidder's support system from 8:00 a. m. to 5:00 p.m. eastern time, excluding weekends. Explain how you will meet this requirement.
- b. The State requires a highly skilled team to manage and support the fuel card program. Identify the account managers and key support personnel who will be assigned to the State and submit resumes for team members. If team members will be assigned upon award supply resumes of potential team members. The State reserves the right to select or reject assigned team members based on resumes or interviews. Explain how you will meet this requirement.
- c. The State requires a dedicated account manager that will provide assistance to the State in resolving issues and answering questions. This will be the State's main contact. Explain how you will meet this requirement.
- d. The State will require onsite or remote quarterly (or as requested) business reviews to identify usage and volume levels, trends, issues and education/communication. Explain how you will meet this requirement.
- e. Your cards must be compatible with fuel card terminals at State owned fueling facilities. Current terminals in use are the AssetWorks RFC2500 ICU. Explain how you will guarantee acceptance at these facilities.

B. Acceptance

- a. The State requires a card with universal acceptance at typical fueling stations and at unbranded rural and remote locations. Please provide a sample (in MS Excel and as an attachment to your proposal) of one (1) transaction posted (between August 1, 2012 and September 30, 2012) from each location by fuel type of your current list of fuel suppliers with the following information:

- i. Vendor names in the State of Maine by street address and city

In separate pages or worksheets also include transactions from the following specialized fueling stations and include vendor names in the State of Maine by street address and city:

- ii. List of accepting and active locations that have aviation fuel (by aviation fuel type)
 - iii. List of accepting and active locations that are Marinas, Fish Co-ops, Yacht Clubs, etc.
- b. Is your card accepted at major branded fueling locations in New Brunswick, Nova Scotia, and Quebec, Canada? If so, specify the brand and the listing of accepting and active locations by street address and city. This listing should be supplied as part of the above attachment to your proposal.
- c. The State requires the fuel card be accepted at major branded fueling locations in all of the United States. Explain how you will meet this requirement.
- d. The state has a requirement that 90% of fuel card transactions contain level III data. What percentage of all fuel transactions contain level III data over all your fuel card contracts for January 1, 2012 – June 30, 2012? List the data elements that are provided for each electronic fuel transaction. Explain how you will work to meet and exceed this requirement.
- e. Fuel transactions must also be accepted from merchants that do not provide level III data, given that remote locations within the State of Maine may not provide this data. Explain in detail how the proposed program will meet this requirement.
- f. The State will require the fuel card vendor to proactively work with merchants who do not provide level III data. Explain how you will work with merchants to provide level III data, including how you will demonstrate your efforts over the life of the contract.

C. Card Issuance and Functionality

- a. The Provider will be responsible for embossing, printing, and mailing all cards within three business days or overnight upon request once the Provider has been notified of the cardholder's account set-up information. Please provide a detailed plan on the following processes:
- i. Card generation, paper process/electronic online process
 - ii. Describe the character space provided and the data that may be imprinted on cards.
 - iii. Card delivery (time frames) and activation process
 - iv. Card security
 - v. Card cancellation and replacement (lost or stolen cards)
 - vi. Card reporting and notification process
 - vii. Card issuance and expiration time periods
 - viii. Addition of new cardholders within an established program
- b. The State requires cards to be issued with standard grade plastic and standard magnetic stripe technology and also be capable of interfacing with standard card reader systems. Describe how the proposed solution will meet this requirement.
- c. Do you provide protective sleeves and user guides for each card issued?
- d. Describe your ability to provide various card stocks for different accounts to include any minimum quantities and/or associated costs.
- e. Describe the minimum information required to add a card and also provide a list of all card information that may be entered.
- f. The State requires the program to provide multiple cards for a specified vehicle or piece of equipment. Describe your capability to meet this requirement.
- g. Describe your capabilities to provide cards that are not vehicle specific for miscellaneous use and off-road equipment purchases.
- h. Describe your capabilities of providing non-descript cards assigned for covert operations.
- i. The State requires a program capable of assigning a hierarchical structure for processing and reporting based on the needs of the Entity. What options does your program include to assign a hierarchy within an Entity's accounts?
- j. The State requires that the proposed program be capable of allowing each agency to set criteria for allowable and blocked purchases such as repairs and emergency services. Explain how you will meet this requirement.
- k. Describe your capabilities of providing services where the purchase of fuel for non-vehicle use may be captured without recording an odometer reading. The State wishes to capture odometer readings for all vehicle

transactions but need the capability to purchase fuel for non-vehicle use without recording an odometer reading.

- I. The State requires that cards be issued to cover the three-year term of the initial contract. If a contract extension is granted, new cards must be issued one month in advance of the cards' expiration dates with a minimum disruption to operations. Describe your ability to comply with this requirement.

D. Cardholder Maintenance

- a. Describe the minimum information required to add a driver and also provide a list of all driver information that may be entered.
- b. Describe your capabilities to assign driver identification numbers up to six digits, enabling them to purchase fuel for multiple vehicles or for miscellaneous use.
- c. Can you alert fleet managers electronically when a transaction has been attempted or occurred that is outside of our fleet fueling policy? Describe your alert notification process.
- d. Describe your card cancellation process, including the length of time before cancellation takes effect.
- e. Describe your replacement card procedure, including how replacement cards are ordered, if and how multiple delivery points are allowed, and the standard timeframe for delivery of replacement cards.
- f. What is the Entity's liability on lost or stolen cards? Include your lost or stolen card policy.
- g. Describe the methodology your company uses to detect and prevent fraudulent use of the cards.
- h. Describe your fraudulent use and transaction dispute processes.
- i. Describe any additional account management services offered by your company.

E. Online Card Management System

The State requires a state-of-the-art, real-time online card management system capable of performing each task listed below. Explain if and how your system meets each of these requirements.

- a. Issue a card to a new cardholder
- b. Re-issue a card to a cardholder
- c. Report Lost or Stolen Accounts

- d. Support a 5 tiered hierarchy for program management and review
- e. Assign User ID and Password and level of hierarchy so cardholders and approvers can review and perform transaction management
- f. Allow Manager of a specified Entity (with no card) to View and Edit cards
- g. Make Changes Online – Real-time
 - i. Increase transaction limits electronically
 - ii. Increase monthly limits electronically
 - iii. Number of transactions per day
 - iv. Number of transactions per month
 - v. Address Change
 - vi. Name Change
 - vii. Hierarchy Change
 - viii. Close accounts in real-time
 - ix. Change Billing and Accounting Cycles
 - x. Dispute transactions
 - xi. Check Authorizations against card – Real-time
 - xii. Check Current Status of Card
 - xiii. Check Current Balance
 - xiv. Edit or lift restrictions - MCC or other codes
 - xv. Set Start and End Dates for restriction edits and lifts
 - xvi. Restrict Cash Transactions

F. Program and Transaction Data Reports

- a. Describe, in detail, how your program helps fleets monitor and control purchases by using various program and transaction reports.
- b. Describe your web-based card management system reporting capabilities and your ability to provide ad-hoc reporting. Custom reports as needed must be available upon request.
- c. How long is data stored and available for on-line use? Eighteen months of data must be immediately available on-line.
- d. Fuel transaction billing data must be available in ASCII flat file format for every billing cycle. How will your program meet this requirement?
- e. Billing, reporting and electronic data net of federal and state taxes (regarding all fuel types) for tax-exempt fleets must be provided at the transaction level. How will your program comply with this requirement?

- f. Billing, reporting and electronic data net of applicable discounts offered by participating vendors must be provided at the transaction level. How will your program comply with this requirement?

G. Other Requirements

- a. The successful bidder shall be wholly responsible for the entire performance of the resulting contract. Clearly explain any use of subcontractors in any aspect of your program and identify them by name. Subcontractor qualifications should be explained in Section 1, Question 2 (Organizational Qualifications) of the bidder's proposal.

PART III KEY RFP EVENTS

A. Timeline of Key RFP Events

Event Name	Event Date and Time
Bidders' Conference	November 28, 2012, 2:00 pm local time
Due Date for Receipt of Written Questions	December 4, 2012 at 5:00pm, local time
Due Date for Receipt of Proposals	December 19, 2012 at 2:00pm, local time
Estimated Contract Start Date (subject to change)	February 1, 2013

B. Bidders Conference

The Department will sponsor a Bidders' Conference concerning this RFP beginning at the date and time shown in the timeline above. The Bidders' Conference will be held by conference call. Bidders should contact the RFP Coordinator for conference call information.

The purpose of the Bidders' Conference is to answer and/or field questions, clarify for potential Bidders any aspect of the RFP requirements that may be necessary, and provide supplemental information to assist potential Bidders in submitting responses to the RFP. Although attendance at the Bidders' Conference is not mandatory, it is strongly encouraged that interested Bidders attend.

C. Questions

1. General Instructions

- It is the responsibility of each Bidder to examine the entire RFP and to seek clarification in writing if the Bidder does not understand any information or instructions.
- Questions regarding the RFP must be submitted in writing and received by the RFP Coordinator as soon as possible but no later than the date and time specified in the timeline above. No questions will be accepted after this time.
- Questions may be submitted to the RFP Coordinator listed on the cover page of this RFP document by e-mail, fax or regular mail. If faxed, please be sure to include a cover sheet addressed to the RFP Coordinator and indicate the number of pages sent. The Department assumes no liability for assuring accurate/complete fax or e-mail transmission and receipt.
- Include a heading with the RFP Number and Title. Be sure to refer to the page number and paragraph within this RFP relevant to the question presented for clarification, if applicable.

2. Summary of Questions and Answers

Responses to all substantive and relevant questions will be compiled in writing and distributed to all registered, interested persons by e-mail no later than seven (7) calendar days prior to the proposal due date. Only those answers issued in writing by the RFP

Coordinator will be considered binding. The Department reserves the right to answer or not answer any question received.

D. Submitting the Proposal

1. **Proposals due:** Proposals must be received no later than 2:00 p.m. local time, on the date listed in the timeline above, at which point they will be opened. Proposals received after the 2:00 p.m. deadline will be rejected without exception.

2. Mailing/Delivery Instructions

PLEASE NOTE: The proposals are not to be submitted to the RFP Coordinator at the requesting Department. The official delivery site is the State of Maine Division of Purchases (address shown below).

- a. Only proposals received at the official delivery site prior to the stated deadline will be considered. Bidders submitting proposals are responsible for allowing adequate time for delivery. Postmarks do not count and fax or electronic mail transmissions of proposals are not permitted unless expressly stated in this RFP. Any method of hardcopy delivery is acceptable, such as US Mail, in-person delivery by Bidder, or use of private courier services.
- b. The Bidder must send its proposal in a sealed package including one (1) **original and four (4) copies** of the complete proposal. Please clearly label the original. One electronic copy of the proposal must also be provided on CD or flash drive with the complete narrative and attachments in MS Word format. Any attachments that cannot be submitted in MS Word format may be submitted as Adobe (.pdf) files.
- c. Address each package as follows (and be sure to include the Bidder's full business name and address as well as the RFP number and title):

Bidder Name/Return Address

Division of Purchases
Burton M. Cross Building, 4th Floor
111 Sewall Street
9 State House Station
Augusta ME 04333-0009

Re: RFP # 201210406

PART IV PROPOSAL SUBMISSION REQUIREMENTS

This section contains instructions for Bidders to use in preparing their proposals. The Bidder's proposal must follow the outline used below, including the numbering and section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Department and its evaluation team for this RFP have sole discretion to determine whether a variance from the RFP specifications should result in either disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in this RFP will, at best, be considered minimally responsive. The Department seeks detailed yet succinct responses that demonstrate the Bidder's experience and ability to perform the requirements specified throughout this document.

A. Proposal Format

1. For clarity, the proposal should be typed or printed. Proposals should be single-spaced with 1" margins on white 8 1/2" x 11" paper using a font no smaller than 12 point Times New Roman or similar.
2. All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
3. Bidders are asked to be brief and to respond to each question and instruction listed in the "Proposal Submission Requirements" section of this RFP. Number each response in the proposal to correspond to the relevant question or instruction of the RFP. The proposal should be limited to a maximum total of 30 pages. Pages provided beyond the aforementioned maximum amount may not be considered during evaluation.
4. The following proposal elements, if applicable/requested, will not be counted as part of the maximum total number of pages allowed for the proposal: proposal cover page, table of contents, financial forms, any required attachments, appendices, or forms provided by the Department in the RFP, organizational charts, job descriptions, or staff résumés.
5. The Bidder may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Any material exceeding the proposal limit may not be considered in rating the proposals and will not be returned. Bidders shall not include additional materials such as brochures or other promotional material with their proposals. Additional materials may not be considered part of the proposal and may not be evaluated.

6. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in the RFP.
7. It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the Department's evaluation review team, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.
8. Bidders should complete and submit the proposal cover page provided in Appendix A of this RFP and provide it with the Bidder's proposal. The cover page must be the first page of the proposal package. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

B. Proposal Contents

Section I Organization Description, Qualifications, and Experience

1. Organizational Description

- a. Location of the corporate headquarters. Also, describe the current or proposed location where services will be provided or from which the contract will be managed.
- b. Attach a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract.

2. Organizational Qualifications

Briefly describe the history of the Bidder's organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. Include similar information for any subcontractors. Include the number of fleet customer accounts and active fuel cards.

3. Description of Experience with Similar Projects

- a. Provide a description of five fuel card programs provided within the past five years which reflect experience and expertise needed in performing the functions described in the "Scope of Services" portion of this RFP. For each of the five examples provided, a contact person from the client organization involved should be listed, along with that person's telephone number and email address. Please note that contract history with the State of Maine, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.

- b. If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder's general capabilities.

Section II Specifications of Work to be Performed

1. Services to be Provided

Respond to each question in the Scope of Services, using the outline and numbering of the questions. Bidders may reference just the letter or number of the question, though reproducing the question is helpful to the evaluators reviewing the proposal.

Section III Cost Proposal

1. General Instructions

- a. The Bidder must submit a cost proposal that covers the entire period of the contract, including the three renewal periods. Please use the expected contract start date of February 1, 2013, and an end date of January 31, 2019, in preparing this section.
- b. Failure to provide the requested information and to follow the required cost proposal form provided in Appendix B may result in the exclusion of the proposal from consideration, at the discretion of the Department.
- c. No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with the Department may be included in the proposal.

2. Rebate Proposal

The State is seeking a rebate incentive program that should include rebates based on the volume of purchases by the State and other Entities. Rebates should be payable quarterly to each Entity, and State entity rebates should be based upon the aggregate volume of the entire program including non-state Entities. Rebate percentages should be proposed for monthly spend volumes, and based on the gallons of fuel stated in Part I, A. Bidders should use Appendix B, Cost Proposal form, to enter their proposed rebate structure, and should include it as an attachment in their hardcopy proposal and in the Excel file in the electronic proposal.

3. Discounts, Fees, Payment Options and Billing

Bidders should provide responses to the following questions in a separate section of the cost proposal. Answers to these questions will be compared with other bidders' proposals.

- a. Please supply a list of vendors who currently offer discounts to your company that would be passed on to the State of Maine. Please include (as an attachment to your proposal) the company name, number of locations in Maine, amount of discount, and how the discount is applied (transaction level, rebate check, etc.). Also include any end dates that may pertain to these discounts.

- b. Would your company work with vendors who already pass on discounts to the State of Maine to ensure those discounts continue and work with vendors who may offer discounts in the future?
- c. Detail transaction fees and other costs that are passed on or charged to fueling station vendors.
- d. Describe your electronic online billing options. Describe all payment options, including frequencies and methods of payment (such as electronic payment). The State reserves the right to select one or more frequencies based on its best interest.
- e. Describe any additional rebates or incentives you may offer that are in addition to the volume rebate proposed in Appendix B.
- f. Are you able to make quarterly rebate payments to all entities, according to the rebates offered in the cost proposal Appendix B?
- g. Fees: The State requires a no-fee card program. The bidder should not include any fees (such as statement copy, annual, expedited card delivery, late payment, or other fees) in its proposal or anticipate the addition of fees during contract negotiations. Programs that include fee structures will receive a reduced score.

Section IV Economic Impact within the State of Maine

In addition to all other information requested within this RFP, each Bidder must dedicate a section of its proposal to describing the Bidder's economic impact upon and within the State of Maine. The use of economic impact in making contract award decisions is required in accordance with Executive Order 2012-004, which states that "all service contracts expected to exceed \$100,000 in total value advertised for competitive bid shall include scoring criteria evaluating the responding Bidder's economic impact on the Maine economy and State revenues."

For the purposes of this RFP, the term "economic impact" shall be defined as any activity that is directly performed by or related to the Bidder and has a direct and positive impact on the Maine economy and public revenues within the State of Maine. Examples may include, but are not limited to, employment of Maine residents, subcontracting/partnering with Maine businesses, payment of State and Local taxes (such as corporate, sales, or property taxes), and the payment of State licensing fees for the Bidder's business operations.

To complete the "economic impact" section of the Bidder's proposal, the Bidder shall include no more than one page of typed text, describing the Bidder's current, recent, or projected economic impact with the State of Maine, as defined above. The Bidder may include all details and information that it finds to be most relevant for this section.

Section V Required Proposal Attachments

The Department does not require any additional attachments to be presented with the Bidders' proposals. Responses to Scope of Services questions that require attachments should be referenced in the proposal text and included at the end of the Bidders' proposals.

PART V PROPOSAL EVALUATION AND SELECTION

Evaluation of the submitted proposals shall be accomplished as follows:

A. Evaluation Process - General Information

1. An evaluation team, comprised of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP, and in accordance with the most advantageous cost and economic impact considerations (where applicable) for the State.
2. Officials responsible for making decisions on the selection of a contractor shall ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal best satisfies the criteria of the RFP at a reasonable/competitive cost.
3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders if needed to obtain clarification of information contained in the proposals received, and the Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. The Department reserves the right to make video or audio recordings of any applicable interview/presentation process. Interviews/presentations are not required, and changes to proposals will not be permitted during any interview/presentation process. Therefore, Bidders should submit proposals that present their costs and other requested information as clearly and completely as possible.

B. Scoring Weights and Process

1. **Scoring Weights:** The score will be based on a 100 point scale and will measure the degree to which each proposal meets the following criteria.

Section I. Organization Qualifications and Experience (20 points)

Includes all elements addressed above in Part IV, Section I.

Section II. Specifications of Work to be Performed (40 points)

Includes all elements addressed above in Part IV, Section II.

Section III. Cost Proposal (35 points)

Includes all elements addressed above in Part IV, Section III.

Section IV. Economic Impact within the State of Maine (5 points)

Includes all elements addressed above in Part IV, Section IV.

2. **Scoring Process:** The review team will use a consensus approach to evaluate the bids. Members of the review team will not score the proposals individually but

instead will arrive at a consensus as to assignment of points on each category of each proposal. The contract award(s) will be made to the Bidder(s) receiving the highest number of evaluation points, based upon the proposals' satisfaction of the criteria established in the RFP. The Economic Impact section will also be scored using a consensus approach, with the highest number of evaluation points being assigned to the Bidder(s) with the most economic impact, actual or feasible, as determined by the evaluation team. The Cost section will be scored both by consensus and according to a mathematical formula described below.

3. **Scoring the Cost Proposal:** The rebate structure proposed will be assigned a score according to a mathematical formula. The most advantageous rebate structure will be awarded **15 points**. Proposals with higher bid values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

$$(\text{lowest submitted cost proposal} / \text{cost of proposal being scored}) \times 15 = \text{pro-rated score}$$

Responses to section 3, Discounts, Fees, Payment Options and Billing will be scored by consensus, as described above, and there will be a maximum number of **20 points** available.

No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

4. Negotiations

The Department reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of service as presented in the selected proposal. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department's Request for Proposals to an extent that may affect the price of goods or services requested. The Department reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

C. Selection and Award

1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Purchases Review Committee.

2. Notification of contractor selection or non-selection will be made in writing by the Department.
3. Issuance of this RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to this request, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
4. The Department reserves the right to reject any and all proposals or to make multiple awards.

D. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120. The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

PART VI CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

1. The successful Bidder will be required to execute a contract in the form of a State of Maine Agreement to Purchase Services (BP54). A list of applicable Riders is as follows:

Rider A: Specification of Work to be Performed

Rider B: Method of Payment and Other Provisions

Rider C: Exceptions to Rider B

Rider D: RFP

Rider E: Provider's proposal in response to the RFP

Rider G: Identification of Country in Which Contracted Work Will Be Performed

The complete set of standard BP54 contract documents may be found on the Division of Purchases website at the following link:

<http://www.maine.gov/purchases/info/forms/BP54.doc>

Other forms and contract documents commonly used by the State can be found on the Division of Purchases website at the following link:

<http://www.maine.gov/purchases/info/forms.shtml>

2. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Purchases Review Committee. Contracts are not considered fully executed and valid until approved by the State Purchases Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of the Department of Administrative and Financial Services, Chapter 110, § 3(B)(i):

<http://www.maine.gov/purchases/policies/110.shtml>

This provision means that a contract cannot be effective until at least 14 days after award notification.

3. The Department estimates having a contract in place by **February 1, 2013**. The State recognizes, however, that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Purchases Review Committee. Any appeals to the Department's award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date may need to be adjusted, if necessary, to comply with mandated requirements.

4. In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

B. Standard State Agreement Provisions

1. Agreement Administration

- a. Following the award, an Agreement Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the successful Bidder in the finalization of the contract.
- b. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

2. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFP.

PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS

1. Appendix A – State of Maine Proposal Cover Page
2. Appendix B – Cost Proposal Form

PART VIII APPENDICES
Appendix A

State of Maine
DEPARTMENT OF ADMINISTRATIVE &
FINANCIAL SERVICES
Division of Purchases
PROPOSAL COVER PAGE
RFP # 201210406
Fuel Card Services

Bidder's Organization Name: WEX Bank		
Chief Executive - Name/Title: Kirk Weiler, CEO/Chairman		
Tel: 801-568-4400	Fax: 801-568-4356	E-mail: Kirk.Weiler@wexinc.com
Headquarters Street Address: 7090 South Union Park Center, Suite 350		
Headquarters City/State/Zip: Midvale, UT 84047		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Proposal - Name/Title: Sharon Linnane		
Tel: 941-761-0000	Fax: 207-791-1614	E-mail: Sharon.Linnane@wexinc.com
Street Address: 9119 19 th Drive Northwest		
City/State/Zip: Bradenton, FL 34209		

Indicate if Appendix B, Cost Proposal Form has been completed and attached in hardcopy and electronic copy (Yes/No): Yes (provided in RFP response)	
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- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Kirk S. Weiler 4/9/13
Authorized Date
Signature

Kirk S. Weiler CEO/Chairman
Name and Title (Typed)

State of Maine
DEPARTMENT OF ADMINISTRATIVE &
FINANCIAL SERVICES
Division of Purchases
COST PROPOSAL FORM

RFP # 201210406
Fuel Card Services

Bidder's Organization Name: ___ WEX Bank

Please fill out the attached MS Excel file, print and insert (or copy and paste) here with your hardcopy proposal. Do not alter the layout, formulas, or any other aspect of the file. Also include the completed MS Excel file with your electronic submission.

APPENDIX B - COST PROPOSAL FORM
STATE OF MAINE RFP # 201210406 FUEL CARD SERVICES

Non-State Entity Monthly Spend Rebate		
Volume	Rebate %	Rebate Amount
\$1 - \$9,999	1.5000%	\$ 150
\$ 10,000	1.5000%	\$ 150
\$ 15,000	1.5000%	\$ 225
\$ 20,000	1.5000%	\$ 300
\$ 25,000	1.5000%	\$ 375
\$ 30,000	1.5000%	\$ 450
\$ 35,000	1.5000%	\$ 525
\$ 40,000	1.5000%	\$ 600

Aggregate Program Monthly Spend Rebate for State Entities		
Volume	Rebate %	Rebate Amount
\$ 100,000	1.5000%	\$ 1,500
\$ 150,000	1.5000%	\$ 2,250
\$ 200,000	1.5000%	\$ 3,000
\$ 250,000	1.5000%	\$ 3,750
\$ 300,000	1.5000%	\$ 4,500
\$ 350,000	1.5000%	\$ 5,250

\$ 400,000	1.5000%	\$ 6,000
\$ 450,000	1.5000%	\$ 6,750
\$ 500,000	1.5000%	\$ 7,500
\$ 600,000	1.5000%	\$ 9,000
\$ 700,000	1.5000%	\$ 10,500
\$ 800,000	1.5000%	\$ 12,000
\$ 900,000	1.5000%	\$ 13,500
\$ 1,000,000	1.5000%	\$ 15,000
\$ 1,100,000	1.5000%	\$ 16,500
\$ 1,200,000	1.5000%	\$ 18,000
\$ 1,300,000	1.5000%	\$ 19,500
\$ 1,400,000	1.5000%	\$ 21,000
\$ 1,500,000	1.5000%	\$ 22,500

Subject to the express conditions below, we will issue a quarterly rebate of **150 basis points (1.50%)**, off all your Monthly Retail Transactions (the "Retail Rebate"). WEX is offering 150 basis points for all tiers and for both State and Non-State entities in order to provide our best offer to all contract participants and to encourage both state and local government participation.

Conditions

The Retail Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) electronic reporting; (3) payment in full within 30 calendar days of the billing date appearing on your invoice; (4) credit approval; and (5) signing a three-year contract.

Calculation

We shall commence calculating the Retail Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Retail Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to you quarterly.

In this section of the proposal only, include responses to the questions listed under:

3. Discounts, Fees, Payment Options and Billing

a. Please see the attached list of merchant discounts at the back of this tab in our hardcopy response and as a separate file, "WEX Merchant Discounts.docx" in our electronic response.

b. The WEX system supports robust discount processing for merchants who wish to offer discounts to specific fleets for certain products. WEX will work with the State of Maine to establish a plan to encourage merchants (down to the distributor and site level) to offer the State additional savings. This includes identifying locations where you have concentrated volume that may support rebate negotiations and reaching out to merchants on your behalf to discuss opportunities. WEX, because of our closed-loop acceptance model and card program

capabilities, has many existing fuel brand relationships that should help facilitate this. Typically, merchants may not offer discounts in situations where they already have the volume, but will be looking for the fleet to direct volume to increase spend at their sites. A successful program must include excellent driver communications and a commitment by the State to influence behavior.

c. There are no transaction fees passed on to the State of Maine. The only fee a retail fueling location incurs is the interchange paid to WEX for acceptance of the card. Those fees vary depending upon our negotiated rates with the fueling station vendors. Our agreements with our accepting locations are confidential.

d. Our most commonly used billing cycle, and the one we recommend for all Maine entities on this contract, is monthly. This allows the State to maximize cash flow and easily track and calculate quarterly volume rebates. The cycle closes on the last business day of the month, and our standard invoice and invoice detail reporting is available for retrieval on WEXOnline®, typically within the first 2-3 days of the beginning of the next month. Agency invoice managers can choose to receive an email notification that the invoice is available for viewing/downloading, so they can process payments as quickly as possible to maximize early pay discounts. Other invoicing frequencies include daily and weekly. We also offer 5th of month, 10th of month and tri-monthly payment options.

In addition, some of our larger fleets choose to receive billing data in the form of WEXLink™, an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver and purchase information, and to reconcile monthly invoices. WEXLink files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet account. Purchases are due and payable in full upon billing. Invoices include transactions that have posted to our system in your billing cycle and will not include all transactions that have been made in the billing cycle. Your account is delinquent if the balance is not paid within 30 days of the billing date appearing on your invoice.

The WEX program offers fleets the flexibility to choose the payment option that meets your unique needs.

- **Paper Check:** Each month you can receive an invoice by mail with payment terms for the State of Maine of 30 days. You can pay by check using the remit stub attached to the invoice.
- **Online Payment:** Receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts.
- **Direct Debit:** This system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account.
- **One-time Authorization for Electronic Payment:** If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit.

Payment terms subject to credit approval.

e. In addition to the volume rebates above and merchant discounts attached, WEX would like to offer the following financial incentives. It is possible to qualify for all, none or some of these incentives.

Payment Timing Rebate

Subject to the express conditions below, we will issue a monthly rebate of **one-half basis point (0.005%) for each day** you pay your bill prior to 30 calendar days from the billing date appearing on your invoice (the "Payment Timing Rebate").

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full prior to 30 calendar days from the billing date appearing on your invoice.

Calculation

We shall commence calculating the Payment Timing Rebate on the first day of the first billing cycle after the Agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly Retail Transactions.

Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing Rebates shall be paid to you monthly in arrears.

Definitions

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

Signing Bonus

In consideration of the State's execution of a three-year agreement, WEX will pay the State a signing bonus of **Sixty thousand dollars (\$60,000.00)**. The signing bonus would be paid in the form of a check which would be issued thirty (30) days after the effective date of the agreement. In the event the State terminates the agreement prior to the expiration of the Initial Term without cause, we would request that the State refund a prorated portion of the Signing Bonus to us by check within thirty (30) days of the effective date of the termination. WEX is also offering an **additional bonus of \$20,000** for each one-year renewal of a contract resulting from this RFP.

AssetWorks Software Upgrade

WEX will fund the software required based on the verbal estimate of \$600 provided by AssetWorks for the WEX card to interface with the State's terminals.

f. WEX can remit quarterly volume rebates to all entities.

g. WEX is offering a no-fee card program to the State of Maine.

RIDER E
RFP # 201210406 Fuel Card Services –Amendments 1 & 2



STATE OF MAINE REQUEST FOR PROPOSALS AMENDMENT

RFP NUMBER AND TITLE:	RFP #201210406 Fuel Card Services
RFP AMENDMENT NUMBER:	1
AMENDMENT DATE:	December 10, 2012
PROPOSAL DUE DATE:	December 19, 2012
RFP ISSUED BY:	State of Maine, Department of Administrative & Financial Services
PROPOSALS DUE TO:	Division of Purchases Burton M. Cross Building, 4 th Floor 111 Sewall Street 9 State House Station Augusta, ME 04333-0009
DESCRIPTION OF CHANGES TO RFP (if any): The purpose of Amendment 1 to Request for Proposals (RFP) #201210406 is to provide answers to questions received from interested offerors, regarding the State of Maine's requirements for this acquisition, and to amend language in the RFP. Please note: some questions that were submitted may not have been answered. Also, as noted on page 11 of the RFP, the State of Maine reserves the right to not answer any question.	
REVISED LANGUAGE IN RFP: PART II: SCOPE OF SERVICES, C. General Program Function and Technical Capabilities, 3. Card Issuance and Functionality, d., page 7 shall read: d. Describe your ability to provide various card stocks for different accounts including card color, emblems or other identifying features, any minimum quantities, and any associated costs for customization. The State requires at a minimum, card stock colors of green, red, and blue at no additional charge. PART II: SCOPE OF SERVICES, C. General Program Function and Technical Capabilities, 4. Cardholder Maintenance, b., page 8 shall read: b. Describe your capabilities to assign driver identification numbers up to six digits, enabling them to purchase fuel for multiple vehicles or for miscellaneous use. The State requires the ability to use four and five digit numbers currently in use.	
Unless specifically addressed below, all other provisions and clauses of the RFP remain unchanged.	

Provided below are the answers to the questions that were received from interested offerors on or before December 4, 2012.

Question #	Question	Answer												
1	Part I, Section B, Item 6, Page 4: What qualifies as a minor informality and/or irregularity?	The State of Maine reserves the right to determine what a minor informality or irregularity is, on a case-by-case basis. Examples <u>may</u> include, but are not limited to clerical errors or minor formatting changes.												
2	Part II, Section C, Item 3k, Page 8: Would cards assigned to non-vehicles ever need to capture an odometer?	The State of Maine does not anticipate cards that are assigned to non-vehicles will need to capture odometer readings. However, hour meter readings on equipment maybe need to be captured.												
3	In Part II, Scope of Services, section A., page 5, it says you plan to purchase aviation fuel as part of the fuel card services program. Can you provide information regarding how many planes the state has, what type of fuel, and quantity of aviation fuel purchased on an annual basis? Are the gallons stated in Part I, Introduction, section A, paragraph 4, page 3 inclusive of your aviation gallon usage?	<p>The state operates 10 small fixed wing planes and 7 helicopters between Public Safety and the Natural Resources agencies. The table below gives the cost of aviation fuel by type in FY12. The gallons are an estimate because of varying invoice, vendor, and other information provided. JP8 fuel in the amount of \$119K was also purchased through a separate bulk fuel contract and was not passed through the fuel card. The gallons and cost of aviation fuel could not be separated with certainty from the totals provided on page 3.</p> <table border="1"> <thead> <tr> <th>Fuel Type</th><th>FY12 Est Gallons</th><th>FY12 Cost</th></tr> </thead> <tbody> <tr> <td>100 LL</td><td>23,232</td><td>\$127,134</td></tr> <tr> <td>JET A</td><td>4,090</td><td>\$20,964</td></tr> <tr> <td>Totals</td><td>27,322</td><td>\$148,098</td></tr> </tbody> </table>	Fuel Type	FY12 Est Gallons	FY12 Cost	100 LL	23,232	\$127,134	JET A	4,090	\$20,964	Totals	27,322	\$148,098
Fuel Type	FY12 Est Gallons	FY12 Cost												
100 LL	23,232	\$127,134												
JET A	4,090	\$20,964												
Totals	27,322	\$148,098												
4	In Part II, Scope of Services, section C., page 7, part 2b., you ask bidders to provide acceptance information regarding Canadian merchants. What volume (in gallons, # transactions and dollars) does the state fuel in Canada on an annual basis?	We were not able to confirm Canadian transactions for all agencies. Central Fleet Management was able to identify 16 transactions in FY 12 totaling \$1,071.												
5	In Part II, Scope of Services, section C., page 6, part 1e., you mention that the cards must be compatible with your state owned facilities. Is your desire to have the fleet cards swipe and activate the pumps through a local authorization on the equipment itself? Or, would you like the cards to dial out through a network to do a "live" authorization with the bidder's system, along with a "reporting only" posting of the transaction in the bidders reporting system? Or, other needs? Please provide further details on how the state owned sites work	We use the fuel cards provided through this contract in our own internal card readers, the Asset Works RFC2500 ICUs, placed at our statewide MaineDOT maintenance facilities. All transactions are transmitted through these card readers and go directly into our MaineDOT computer system where they are processed internally by MaineDOT. The transactions do not go to the contracted card provider or any other private vendors.												

	today with your fuel cards.	
6	Part II, Scope of Services, section C, page 6, Part 2, Acceptance: Can we provide the required location lists electronically in MS Excel on a CD or other electronic storage device?	Yes, the location lists can be provided electronically in MS Excel on any type of storage device. If the hardcopy list is greater than a total of 15 pages, a hardcopy does not need to be provided in addition to the electronic copy.
7	In Part II, Scope of Services, section C., page 9, part 5e., and in other areas of the RFP, you mention the terms "cardholder" and "card holder approvers". Can you provide a definition for both and the specific tasks they perform in your current fuel card system?	A "cardholder" is someone who possesses a fuel card for the purchase of fuel or minor maintenance items/repairs for vehicles or equipment for use on official State business. A "card holder approver" would be the individuals in each agency who provide service to card holders and have the authority to order cards, update purchasing limits and perform other account maintenance activities. There is the possibility that a card holder could also be a card holder approver.
8	When does your current fleet card contract expire?	The current contract will be in place to allow for the RFP process.
9	We cannot seem to locate a Microsoft Word version of the RFP. Can you send a copy or explain how you want the RFP answered?	Please use the provided pdf of the RFP and copy and paste as needed to preserve the outline provided in the scope of work and as defined in Part IV Proposal Submission Requirements.



STATE OF MAINE REQUEST FOR PROPOSALS AMENDMENT

RFP NUMBER AND TITLE:	RFP #201210406 Fuel Card Services
RFP AMENDMENT NUMBER:	2
AMENDMENT DATE:	December 14, 2012
PROPOSAL DUE DATE:	December 21, 2012
RFP ISSUED BY:	State of Maine, Department of Administrative & Financial Services
PROPOSALS DUE TO:	Division of Purchases Burton M. Cross Building, 4 th Floor 111 Sewall Street 9 State House Station Augusta, ME 04333-0009

DESCRIPTION OF CHANGES TO RFP (if any):

The purpose of Amendment 2 to Request for Proposals (RFP) #201210406 is to provide answers to questions received from interested offerors, regarding the State of Maine's requirements for this acquisition.

The Proposal Due Date above has been changed to allow seven (7) days between an amendment to the RFP and the Proposal Due Date.

Please note: some questions that were submitted may not have been answered. Also, as noted on page 11 of the RFP, the State of Maine reserves the right to not answer any question.

Unless specifically addressed below, all other provisions and clauses of the RFP remain unchanged.

Provided below are the answers to additional questions that were received from interested offerors on or before December 14, 2012.

Question #	Question	Answer
1	The current ME fuel card contract has a page with rebate pricing http://www.maine.gov/purchases/contracts/service.shtml (See page 11). For each payment term, there is both a gallon AND dollar threshold. When the rebate is remitted to the state under your existing contract, and let's say for example the state falls into the 15/15 term and is under \$100,000 gallons and under \$100,000, are both of these rebate percentages added together to determine what the state receives? Or does the state receive just one or the other, either dollar or gallon based, and why?	Each State account currently receives a rebate based on the speed of payment and the dollar amount purchased. The State has the option to receive a rebate based on either gallons or dollars, not both. The State prefers to receive a rebate based on dollars because it is most advantageous to the State at this time.

RIDER F
WEX Bank's Response to RFP 201210406

Section I Organization Description, Qualifications, and Experience

1. Organizational Description

a. This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation located in South Portland, Maine and formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX.

WEX's contact information is as follows:

WEX Bank	WEX Inc.
7090 South Union Park Center, Ste 350 Midvale, Utah 84047 (888) 842-0075	97 Darling Avenue South Portland, Maine 04106 (800) 761-7181

Although WEX Bank is the issuer of credit, all other aspects of the State of Maine's fuel card program will be managed at WEX Inc. headquarters in South Portland, Maine. Our Customer Service and Premium Fleet Service departments, described below, are both located in South Portland, Maine. Your Strategic Implementation Manager, Leanne Lewis, is also located in South Portland.

b. Please see the attached Acord form in Tab 5: Proposal Attachments.

2. Organizational Qualifications

WEX has been in business since 1983 and has been publicly traded on the New York Stock Exchange under the symbol WXS since 2005. WEX, with approximately 1,300 employees worldwide and 630 in Maine, currently processes transactions for more than 300,000 commercial and government vehicle fleets totaling 5 million vehicles. WEX markets its services directly to fleets and businesses as an outsourcing partner for its strategic relationships. The Company's North American business portfolio includes its core fleet card and corporate payment solutions product.

For almost 30 years we have built our closed-loop network in the U.S. that includes site acceptance at more than 90 percent of the nation's retail fuel locations and 45,000 vehicle maintenance locations. Our proprietary closed-loop network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow fleets to effectively manage their operations and reduce operating costs.

We also issue open-loop corporate payment solutions and virtual products. These product offerings provide customers with payment processing solutions for their corporate purchasing and transaction monitoring needs. Our international operations include WEX Australia Fuel Card, Australia's largest multi-branded fuel card issuer with over 350,000 cards in circulation; WEX Australia Prepaid, the market leading processor of prepaid gift cards in Australia; an office in New Zealand and various locations in Europe where we provide payment processing and information management services for oil companies.

Financial Strength and Stability

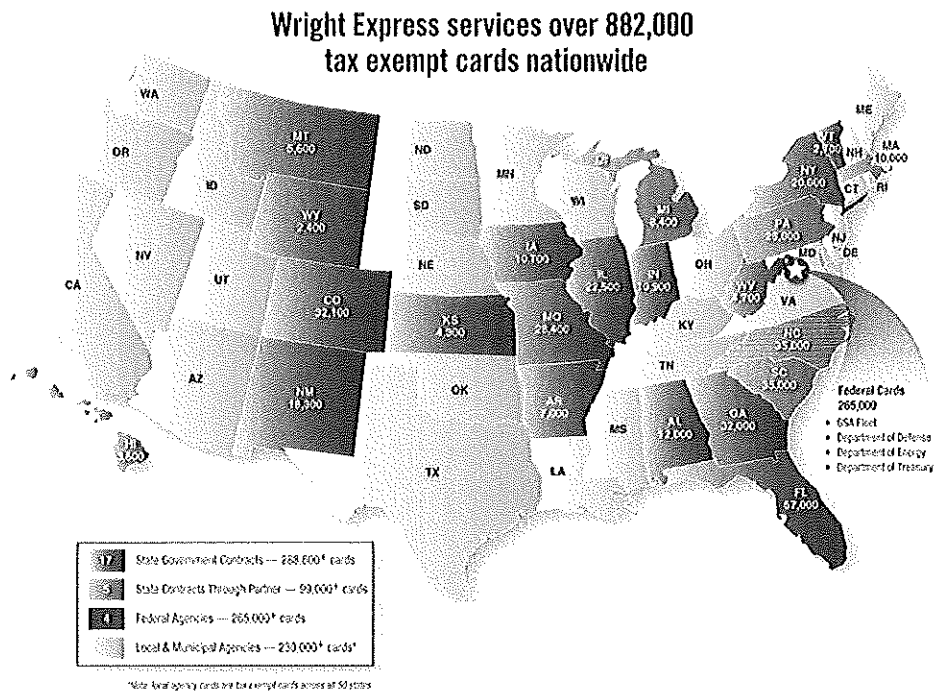
WEX has been in business since 1983 and has been publicly traded on the New York Stock Exchange under the symbol WXS since 2005. WEX currently processes transactions for commercial and government vehicle fleets totaling 5 million vehicles. In 2011, WEX had revenues of more than \$553 million. For more detailed financial information, please visit the Investor Relations area of our Web site at <http://phx.corporate-ir.net/phoenix.zhtml?c=186699&p=irol-irhome>.

Card Production Subcontractor

WEX outsources its card production to CPI Card Group. At more than 1 billion cards produced annually, CPI is the largest provider of card services in the U.S. Always on the cutting edge of plastic card technology, their seven multi-million dollar printing facilities have produced everything from aesthetically unique clear cards to high tech contactless cards and polycarbonate cards. CPI's production capabilities are some of the most progressive in the world. CPI has invested substantially in its infrastructure with state-of-the-art facilities worldwide.

3. Description of Experience with Similar Projects

a. WEX Inc. currently provides fleet fuel cards to 22 states and has governmental customers in all 50 states. These state customers have a total of approximately 387,600 cards. Additionally, WEX Inc. participates in the Federal government's SmartPay2 program, providing fleet card services to Department of Defense, Department of Energy, Dept. of Treasury and GSA Fleet, representing approximately 265,000 cards.



We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.

WEX encourages the State of Maine to contact the following references.

Georgia Department of Administrative Services

Ed Finnegan

Director, Office of Fleet Management

200 Piedmont Ave., SE Suite 1206, West

Tower

Atlanta, GA 30334-9010

P: 404-651-7263

C: 404-218-7045

F: 678-913-0537

E: ed.finnegan@doas.ga.gov

The State of Georgia has been a WEX customer since 2001. During that time, they have utilized our universal fleet card for fuel and incidental non-fuel items. Over the course of the contract, we have done integrations with their private fuel facilities and with ARI, their maintenance provider. Within the last few years we have added our WEXPay and Aviation programs to meet certain new agency needs, and over the last year have mailed to more than 14,000 potential local government users in the state, resulting in several hundred new cards for their portfolio.

State of Vermont

Harmony Wilder, Fleet Manager

Fleet Management Program

7 Green Mountain Drive, Suite 2

Montpelier, VT 05620-4502

P: 802-828-3718

F: 802-828-3886

E: harmony.wilder@state.vt.us

The State of Vermont has been a WEX customer since 2001. The State uses our fleet card for both fuel and maintenance expenditures. Approximately two years ago we identified a need for an improved maintenance process, as certain local vendors were billing the State directly. The State's treasury department was paying by check, a costly process that did not provide quick settlement to the State's vendors. We proposed our Purchase Log solution, which allows their technicians to continue to pre-approve the work and receive the invoices for verification, but pay these vendors with a virtual MasterCard. The result was a streamlined payment process that saves the State money on checks and escheatment while ensuring vendors are paid more quickly.

Commonwealth of Pennsylvania

Toniann D. Noss, Commodity Specialist

Department of General Services, Bureau of Procurement

Forum Place, 6th Floor

555 Walnut Street

Harrisburg, PA 17101-1914

P: 717-783-2090

F: 717-783-6241

E: tnoss@pa.gov

WEX was awarded the Commonwealth of Pennsylvania contract in mid July of 2012. By October 1, 2012, all agencies and local participants were fully trained and using their new cards. We achieved this by creating and executing a detailed transition plan, headed up by a seasoned Strategic Implementation Manager, Leanne Lewis. Leanne, who specializes in government implementations and would direct the State of Maine's implementation, held regular meetings and calls with the Commonwealth to gather user requirements, document key decisions, manage

tight timelines, and keep all key stakeholders and core team members updated on milestones. The project included setting up new accounts, gathering fleet driver and vehicle data, adding cards, drivers and online users, training all users, shipping all cards and developing/testing system integrations.

State of Illinois

Barb Bonansinga
200 E Ash
Springfield, IL 62704
P: 217-782-2536 ext. 230
F: 217-524-1847
E: barb.bonansinga@illinois.gov

The State of Illinois has been a customer since 2001, using WEX to fulfill their requirements of a proprietary card for fuel and maintenance purchases. WEX has implemented custom control cards by vehicle type for fuel and service to enable the management of purchases by vehicle type.

State of Montana

Lauren Meeker
2701 Prospect Ave
Helena, MT 59620-0135
P: 406-444-6352
F: 406-444-7684
E: lmeeker@mt.gov

The State of Montana Department of Transportation (MDT) has been a customer since 1999. During the course of the contract, MDT has used WEX to fulfill their requirements of a proprietary card for fuel and maintenance purchases. WEX has implemented custom control cards by vehicle type for fuel and service to enable the management of purchases by vehicle type. MDT has integrated its private sites for authorization and reporting through WEX. With the success of the MDT model and a solicitation awarded in August, the rest of the State agencies and participating entities are currently moving from Comdata to WEX.

b. N/A

Section II Specifications of Work to be Performed

1. Services to be Provided

The WEX Universal Fleet Card program offers best-in-class card functionality, reporting and customer service that we believe will meet or exceed the State's requirements as stated in the Scope of Services Overview. The WEX Universal Fleet Card can be used by the State's drivers to purchase fuel, oil and maintenance and emergency services to support your purchase policies. The WEX card is accepted at 90% of the nation's retail fueling locations -- including approximately 6,000 stations that offer alternative fuels -- and 45,000 maintenance locations. Additionally, through our virtual MasterCard solution called WEXPay, an additional 500,000 sites nationwide are available for drivers. For breakdown emergencies, the WEX card is accepted by the National Automobile Club's FLEET RESCUE emergency roadside assistance program, providing towing, fuel delivery, tire repair and other emergency services.

WEX will provide the State an unsurpassed transition and implementation process led by a team experienced in the complexities and unique challenges of government fleets. This will deliver a program to the State that includes technology and services that have greatly expanded in recent years.

B. Implementation and Training

1. The following key professional staff members are currently expected to be assigned to the State of Maine's account upon contract award. Please see the attached resumes in Tab 5: Proposal Attachments.

- Leanne Lewis, Strategic Implementation Manager
- Sharon Linnane, Government Account Manager
- Jillian Cascio, Premium Fleet Services Account Manager

Leanne Lewis, Strategic Implementation Manager

Leanne Lewis, your Strategic Implementation Manager, will work with you to create and coordinate project plans and design, lead and execute communication to ensure milestones are met. Leanne will also develop and execute training plans to ensure card holders and fleet managers are well prepared to use the program.

Leanne's recent transitions include: the implementation for the State of Florida's 36 Agencies and approximately 29,000 cards within a six-month window; providing technical and service strategy support to the State of Florida's local entities (approximately 18,000 cards); converting the states of Colorado (both State Fleet and DOT), and Indiana (DOT) between WEX platforms within 45 days as concurrent projects. She was also the Implementation Manager for the GSA Fleet transition to WEX in 2008, moving 247,000 cards between vendors within a four-month window. Leanne's contact information is:

Leanne Lewis
97 Darling Avenue
South Portland, ME 04106

P: 207-523-6625
F: 207-874-1514
E: Leanne.Lewis@wexinc.com

Sharon Linnane, Government Account Manager

Sharon Linnane, your Government Account Manager will be your first point of contact beginning with the implementation of the program. A discovery meeting with your key personnel will be conducted to develop the goals and objectives of your entire fuel program. From that, a project plan is built with set dates/times and to assign responsibilities to the goals and objectives agreed to by both parties. Once the program is rolled out, quarterly account review meetings will be scheduled with primary stakeholders to review fueling trends, discuss cost savings opportunities, benchmarking, and to review the completion status of the project plan. Throughout these reviews, Sharon will share WEX best practice materials which have been prepared by compiling solutions from our top 200 fleets. Sharon will work closely with you to provide best practices that are meaningful and appropriate within your organization, throughout the life of the contract. Sharon is also your primary point of contact for any contract related items or escalated issues that need to be addressed. Sharon's contact information is:

Sharon Linnane
9119 19th Drive NW
Bradenton, FL 34209

P: 941-761-0000
F: 207-791-1614
C: 207-415-5048
E: Sharon.Linnane@wexinc.com

Jillian Cascio, Premium Fleet Services (PFS) Account Manager

Jillian Cascio, your Premium Fleet Services Account Manager, is the primary day-to-day contact for your state agency fleet managers. Jillian will be well-versed in the State's program and nuances of the participating agencies, ensuring the State's program directors receive unsurpassed support. Jillian generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Jillian can help create reporting that may not be easily accessible to the Fleet Managers. Jillian is based in South Portland, Maine and can be reached toll-free between the hours of 8 a.m. and 5 p.m. Eastern time, Monday through Friday. PFS Account Managers return phone calls within two business hours and return emails within 24 business hours. Jillian's contact information is:

Jillian Cascio
97 Darling Avenue
South Portland, ME 04106

P: 207-523-6611
F: 888-313-9976
E: Jillian.Cascio@wexinc.com

Implementation Plan

WEX has experience in transitioning numerous States onto our program and will employ the best practices from those implementations to transition the State to a WEX program. Strategic Implementation Manager Leanne Lewis has created a preliminary project plan to move your business in less than 120 days based on a February 1 contract start date. This plan can be adjusted based on the State's desired "go live" date. Leanne will work with the State to true up the timelines and modify appropriately. Please see "Maine Sample Project Plan.pdf" included electronically and in Tab 5: Proposal Attachments.

There will be regularly scheduled meetings and communications regarding the project status, including a high level project dashboard that can be shared broadly and a detailed status report that outlines open items and the business owners of the item (please see WEX Maine Status Report.docx included electronically and in Tab 5: Proposal Attachments). The delivery timing of these reports will be agreed to at the discovery session. Leanne will work with the State and

Agencies during the discovery meetings to outline how each Agency manages their business and any associated fuel policies. Based upon those requirements she will create a proposed hierarchy structure that provides Maine with the flexibility to manage the program. During discovery, Leanne will also discuss the accounting codes or other pertinent vehicle or driver data that the State requires and the Agency utilizes to create a solution that will incorporate those values into the hierarchy, invoicing and reporting. Program forms will be confirmed during discovery.

Prior to any Agency being implemented, Leanne will create a requirements summary that outlines the discovery session notes and how the WEX system will address those nuances (please see Sample RFP Requirements Summary.docx included electronically and in Tab 5: Proposal Attachments). Once the Agency has signed off on the requirements document, the account, prompt (PIN) and card information will be added to the WEX system.

WEX follows the Software Development Life Cycle (SDLC) process for all releases, and your implementation will also use this methodology for each phase of the project. The key SDLC phases for your implementation will be:

- Initiation
- Discovery
- Design & Testing
- Implementation
- Stabilization

The Initiation phase will include contract negotiations and pre-work such as selecting a custom card design, credendum approval and custom letters for marketing efforts. The Discovery will encompass reviewing requirements for setup, invoice cycles, data requirements, training needs and order of priority for agency adoption. The Design & Testing will include custom report joint architectural design (JAD) sessions and State interface testing. The Implementation Phase will cover the creation of accounts, adding approved contacts, creating the cards and prompts in the system, online training for the users and delivery of the cards to the agencies. See the following section for training details and Tab 5: Proposal Attachments for sample training documents.

The final stage of the SDLC is stabilization, which usually lasts 30-45 days in duration depending on complexity. During the stabilization phase, Leanne will confirm that the production reporting is correct, that the State can pay from the presented invoice, that the online users are able to access the site and perform maintenance and that the implementation meets expectations. Once the Stabilization period ends, the State program will be transitioned to Premium Fleet Services Account Manager Jillian Cascio.

2. Upon the initial implementation, Strategic Implementation Manager Leanne Lewis will train the fleet management team on how to perform card and PIN maintenance, manage authorization controls, create exception reporting and review all reporting through the WEXOnline® system for their specific account setup. Additional training sessions will be scheduled with the team members who have modified access to the system. These sessions can be completed either through WebEx or in person depending upon the Agency needs and team member proximity. WEX can localize training sessions on maintenance, reporting and controls throughout the State as well. WEX will provide recorded generic training sessions that can be posted to the State's intranet site as an additional tool. The WEXOnline® application has a help guide that provides step by step instructions to navigate the different modules available. This guide is updated after every release to include the new features and functionality. Leanne will also work with the

Agency to create a WEXOnline Summary Guide (please see WEXOnline Summary Guide.docx and in Tab 5: Proposal Attachments) that outlines how the agency nuances and requirements will be captured and reported through the system.

WEX will also provide training on an ongoing basis as technical releases are completed to ensure the Agencies are taking full advantage of all the WEX offerings. Government Account Manager Sharon Linnane and Premium Fleet Services Account Manager Jillian Cascio will also work with the State to schedule additional training sessions as required or requested after the initial implementation is completed. At the conclusion of the implementation, Leanne will create a final document outlining the program as implemented for the State of Maine and capturing the nuances of the different Agencies along with any customized servicing or reporting that has been designed for your team. Please see Sample Account Summary Report RFP.docx and in Tab 5: Proposal Attachments.

C. General Program Function and Technical Capabilities

1. Customer Services/Support System

a. Our service philosophy is based on matching customer service personnel with the skills and expertise to meet large and small fleet needs at various organizational levels. WEX will assign an experienced Premium Fleet Services Account Manager and Government Account Manager, whose roles are described above, to your Program Coordinators. Program participants will also have 24/7 access to trained call center representatives (CSR's). This tiered approach enables us to provide high levels of customer service at all times and strategic oversight of your program.

Service Excellence Awards

WEX has received numerous awards for customer service excellence including:

- Top 20 Call Centers in America: Small Call Center Category. Awarded by the Benchmark Portal (affiliated with Purdue University's Center for Customer Driven Quality) for 2010 and 2011
- Maine State Quality Award
- Maine State Chamber of Commerce Investor Award

The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by more than 100 service representatives and supervisors at WEX headquarters in South Portland, Maine. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and Program Administrators. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or pay by phone.

Additional Services

To ensure and strengthen our customer service offering, we have developed service teams within Client Services that have the flexibility and skills to meet the unique needs of our customers:

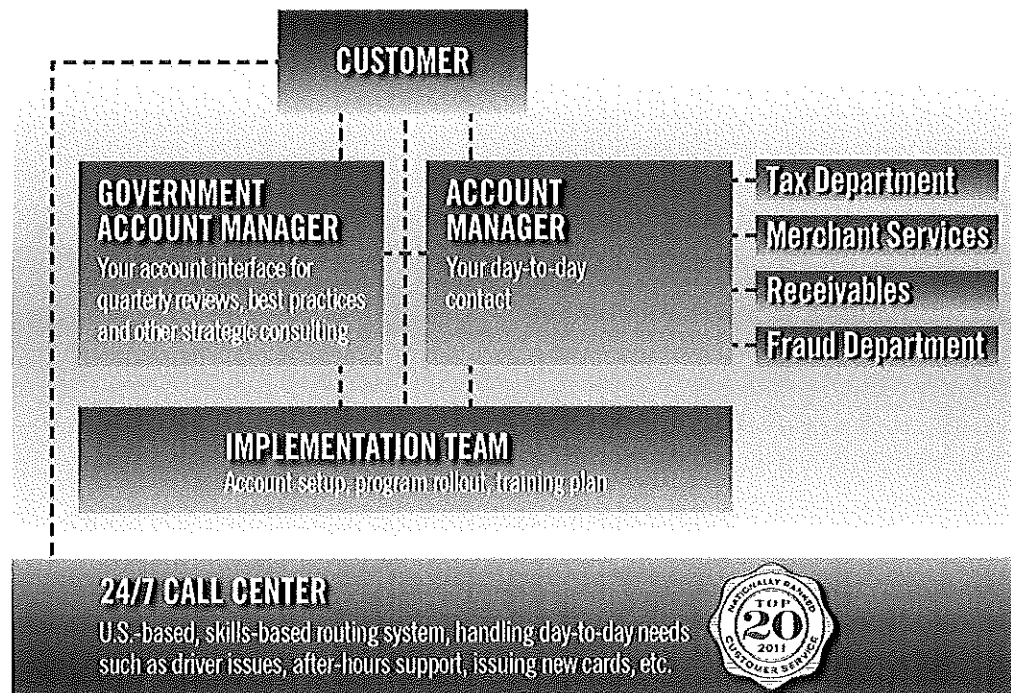
Strategic Support is a specialized team of expert service representatives located at WEX headquarters in South Portland, Maine that is not part of our standard call center. WEX will provide exclusive Strategic Support coverage to your designated Program Administrators at

agency and organization levels. WEX Strategic Support allows your agencies 24/7 access via phone, fax or email, to an individual who is expert in the requirements of your program.

Bi-Lingual Call Support – WEX evaluates the need for non-English speaking CSRs on an on-going basis and will add reps with different language skills as our business dictates. The call center currently has French Canadian and Spanish speaking CSRs on staff. The call center provides language translation services through a “Language Line” in more than 170 languages.

eServices – This team of online experts provides support for web-based self-serve customers and are available to answer technical questions and train customers on web based products.

b. We recognize the specialized needs of our government fleet customers and have a service operation tailored to the requirements of the State of Maine.



Government Account Manager, Sharon Linnane

In addition to her role in the State’s implementation as described above, Government Account Manager Sharon Linnane will provide ongoing contract support and program reviews to ensure the State is maximizing its program using our tools and services. Sharon has been with WEX for almost nine years, with the last four and a half years in a government relationship role. She will be able to share best practices from her experience within her State and Federal government portfolio, to improve program efficiencies and savings for the State of Maine.

Premium Fleet Services Account Manager, Jillian Cascio

Jillian Cascio, your Premium Fleet Services Account Manager, is the primary day-to-day contact for your fleet managers and will be well-versed in the State’s program and nuances of the participating agencies, ensuring the State’s program directors receive unsurpassed support. She

will interface with other internal WEX teams as needed, such as merchant services, tax and receivables to ensure your program is running smoothly. Jillian's role is further detailed above.

Strategic Implementation Manager, Leanne Lewis

Strategic Implementation Managers work exclusively with WEX's large fleet customers, rolling out new programs and implementing significant changes to existing large client programs. Leanne Lewis' role is detailed above.

Please see the attached resumes of Sharon Linnane, Jillian Cascio and Leanne Lewis in Tab 5: Proposal Attachments.

c. Jillian Cascio, your Premium Fleet Services Account Manager whose role is described above, is the primary day-to-day contact for your fleet managers.

d. Government Account Manager Sharon Linnane will meet with you to review the current fuel policy and on-going programs. These Account Review meetings are held quarterly with any agencies interested. Sharon will work closely with you to provide best practices that are meaningful and appropriate within your organization, throughout the life of the contract.

e. WEX contacted Jill Coffin at AssetWorks to ensure our cards can be used at your equipment and received a verbal estimate of \$600 for a simple software change, which WEX will cover.

2. Acceptance

a. i-iii. The WEX Universal fleet card is currently accepted at more than 800 retail locations in the State of Maine that had a WEX transaction posted between August 1, 2012 and September 30, 2012. This includes sites in rural and remote locations. The WEX card is accepted at 90% of the retail fueling locations in the United States.

Aviation and Jet Fuel

As a WEX customer, you can manage your aircraft fueling, maintenance and activity as easily as you manage your ground fleet with the AVCARD program. AVCARD is accepted at 7,500 locations in more than 190 countries. Although there was only one location in Maine with an AVCARD transaction during the time frame provided, this is due to the fact that few WEX clients use Maine airports. AVCARD is accepted at 20 airports in the State of Maine.

Marinas

The WEX program offers the ability to purchase gasoline and diesel fuel at marine fueling locations through a combination of direct acceptance of the WEX Universal card at marinas with branded oil locations through electronic point of sale systems, as well as at any of the more than 9,500 marina locations that accept a MasterCard. The WEX card and WEXPay™ (see below) would be used at these accepting locations just like any other fueling location to purchase fuel and related services. This currently includes approximately 178 locations in Maine.

WEXPay™

For those locations that do not accept the WEX card, WEX offers WEXPay™. WEXPay™ is a tool that enables out-of-network purchases at an additional 500,000 merchants in the MasterCard® network utilizing a ghost card (virtual card) interface. Typically used for independent or geographically remote fuel and service sites, it provides the control of a fleet card with the convenience of a credit card. This out-of-network tool will reduce the number of sites

where drivers would have to use an alternative form of payment. They simply present their WEX card, and the merchant calls the toll-free number on the back for authorization and payment. Level III data is collected at that time, and is integrated into your standard billing and reporting. *Purchases are subject to the MasterCard transaction processing rules and terms of use, including tax exemption rules.*

Please see the "Accepting Locations" CD in the back pocket of our hard copy response and the Excel file "Accepting Locations.xlsx" in our electronic version for lists of the above locations.

b. The WEX card is currently accepted at approximately 1,900 Esso-branded locations in Canada, including more than 100 active sites in New Brunswick, Nova Scotia and Quebec (see "Accepting Locations" CD). WEX is aggressively pursuing increased acceptance in Canada. In the past four months, we've successfully negotiated acceptance agreements with three Canadian merchants -- Centex Petroleum, Gas King, and Wilsons Fuel Co. Depending upon the respective routing solution, we expect transactions to start between Q1 and Q2 of 2013. We continue to pursue all merchants concurrently, with a goal of more than 50% acceptance by June 2013.

Please see the "Accepting Locations" CD in the back pocket of our hard copy response and the Excel file "Accepting Locations.xlsx" in our electronic version for lists of the above locations.

c. The WEX Universal Fleet card offers acceptance at more than 90% of U.S. retail fueling locations in all 50 states, and at 45,000 maintenance locations. The WEX card is accepted at approximately 800 locations in Maine including Irving, Exxon, Mobil, Gulf, Citgo, Shell, Sunoco, Getty, J&S Oil, Mac's Convenience Stores, Dysarts, and more. For a list of accepting locations nationwide, visit <http://www.wexinc.com/accepting-locations>.

d. WEX operates using a closed-loop acceptance system that allows greater control over the data transmission process. Although open-loop systems, such as MasterCard, allow for Level III data, not all merchants in their network are implemented in a way to pass that data. Some independent fuel merchants pass only Level I or Level II data when a MasterCard is used at that site; they are implemented entirely differently in WEX's closed loop system, which allows for Level III data capture and reporting when the WEX card is swiped **at that same location**. WEX requires all of its accepting merchants in our agreements and software specifications to be capable of transmitting Level III data, thereby providing you with greater assurance that you will receive the detailed data you need. This includes major fuel brands and local independent fuel stations. The more Level III data you receive, the greater savings. You will have better control, more tax exemption at time of invoice and reduced fraud and abuse. WEX receives an average of 99.8% Level III transaction data which we then report to you via standard or custom reporting. Approximately 0.2% of transactions do not include Level III data as reported which is primarily due to manual transactions or other anomalies which may occur when the merchant sends the transaction data us.

Some of our competitors claim 100% Level III data capture. However, this percentage is achieved through site lockout, which decreases the number of locations available to your drivers. Currently, only 74% of MasterCard fueling locations are Level III capable. The data collected by WEX and available to be reported back to you is: account number, total purchase cost, merchant name, merchant address, purchase date and time, number of gallons, sales tax, cost per gallon,

fuel grade, merchant type, line-item detail (non-fuel purchases), product type and description, driver ID number, vehicle ID number, odometer.

Product Codes

Transmittal of accurate Level III data and product coding is dependent upon your driver entering the correct odometer reading as well as each merchant's programming of their point of sale devices which are typically located on their island card readers or in their stores. In addition, this data is then transmitted by the merchant's chosen network processor to WEX. WEX works closely with merchants or network processors where incorrect product codes or incorrect data are identified to correct such items. Incorrect product codes may impact tax exempt processing and reporting. We recommend drivers retain receipts that can be reviewed in case of reporting errors.

e. All of our accepting merchants are required to be capable of transmitting Level III data. Currently, WEX receives an average of 99.8% Level III transaction data. This is true even with locations in remote locations and with those locations that do not provide Level III data with a MasterCard or Visa solution. As stated previously, in addition to the wide acceptance of the WEX card, drivers can utilize WEXPayTM virtual technology for remote sites that don't accept the WEX card. Level III data is captured on those transactions as well.

f. As Level III data is built into our merchant agreements, our Merchant Services department works ongoing with sites and/or the networks should there be a data transmission issue. If there is a site that does not currently take our card, WEX will actively work to gain acceptance.

3. Card Issuance and Functionality

a.-i. The State can generate new cards through our online account management and reporting tool, WEXOnline®, through your Premium Fleet Services Account Manager, Jillian Cascio, or through our 24/7 in-house customer service department. For those departments or agencies not using electronic account management, card requests can be sent to Strategic Support. Our experienced service team will load the information into our system and deliver requested cards.

a.-ii. Our embossing capabilities enable fleet customers to customize the information that is imprinted on their cards, based on their needs. There are two lines for embossing. The first line, which has twenty character spaces, is usually designated for the account name, while the second line, which has seventeen character spaces can be used to identify the associated equipment or driver. The eighteen digit card number, product restriction (if FUEL ONLY) and expiration date are also imprinted on the card. Embedded in the card (the magnetic strip) are the card number, expiration date, prompt and restrictions, if any.

a.-iii. WEX Cards can be delivered using the carrier specified by the State (e.g., the U.S. Postal Service or another common carrier, such as, but not limited to FedEx and UPS). WEX will process requests for replacement cards for lost, damaged or stolen cards within one business day for delivery within in three days, or overnight if necessary. If notification is received by 3:30 p.m. Eastern Time, the State can have cards sent that day for next-day delivery.

WEX cards are typically shipped in an active state, to the end user. The WEX card cannot be electronically activated without entering a valid Driver ID (DID) or PIN, therefore the card is useless to someone who has found or stolen it. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity.

Should Maine desire, WEX- can support cards being shipped in a suspended status, and the end user can either log into WEXOnline or contact our Call Center to activate the cards prior to use.

a-iv. The 4- or 6-digit Prompt ID can be assigned to a driver, vehicle/asset or organizational unit on the WEX account (based on the type of card you prefer to use). For example, if you decide to assign the card to the driver, the driver would typically enter a Vehicle ID associated with the vehicle. If you prefer to assign the card to a vehicle, typically a Driver ID (DID) is associated with the Driver. This DID, combined with the card and account validation rules, is queried against the WEX database for verification and, if valid, the transaction is authorized. The WEX card cannot be electronically activated without entering a valid DID, therefore the card is useless to someone who has found or stolen it. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity.

a-v. If a WEX card is lost or stolen, it should be reported immediately to our 24/7 Customer Service Department by calling the toll-free number. The fleet may also provide us with notice of the loss, theft or unauthorized use of any Card or account through WEXOnline®. Subject to any limitations imposed by applicable law, the fleet will be liable to us for all unauthorized use of a Card until you notify us of such use. Once a card has been reported as lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Once WEX receives proper notification, the fleet is relieved from liability for any subsequent charges to the card.

a-vi. The Fleet Manager module of WEXOnline® allows the fleet manager to add, edit, suspend, reactivate and terminate cards and drivers, to add/manage card controls, view and download invoice details. Agencies can also contact our Customer Service department to make card changes.

Online Account Maintenance Functions

- View, add, change status, reissue and terminate cards vehicles, and drivers in real time
- Assign card to driver, vehicle or location
- Transfer cards from one account to another
- Group cards into authorization profiles to enforce your purchasing policies (see below for details)
- Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (these are initially added during the implementation phase)
- Edit account information

WEX's Flexible Exception reporting will allow the State to receive notification of cards not used in the past month.

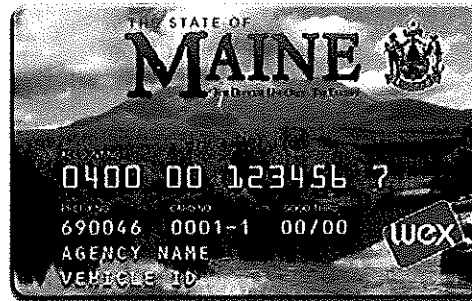
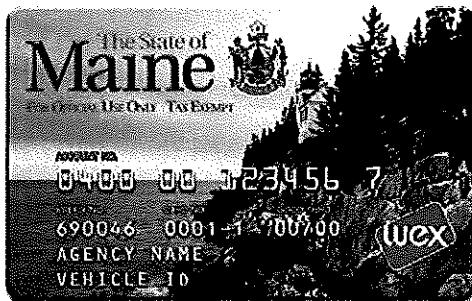
a-vii. Although we use the highest-grade plastic that is rated for longer periods of usage, our standard term for card expiration is three years. WEX will send your drivers new cards 45 days prior to expiration ensuring that your drivers will never be without an active card.

a-viii. The State can add new cards and cardholders through our online account management and reporting tool, WEXOnline®, through your Premium Fleet Services Account Manager, or through our 24/7 in-house customer service department.

b. The WEX magnetic strip card is a standard size plastic charge card with an encoded magnetic strip on the back. The strip is encoded with the account and card information which, when read at the point of sale, is married in our systems with Level III data obtained during the transaction. The WEX card interfaces with standard card reader systems at the same devices where other bank credit cards are swiped. Our merchant services department is responsible for certifying point-of-sale equipment and networks to ensure our card can be read and transmitted through standard channels already widely used by merchants.

c. Each card is packaged in a plastic sleeve (at no extra cost) that can be easily attached to a key chain for more efficient access. A plastic sleeve and a driver guide, available in English and Spanish and outlining how and where the WEX card can be used are included with every card.

d. WEX can provide various card stocks, colors and custom plastic for the State of Maine at no cost. Two samples of custom plastic are below. These samples are for illustrative purposes only and WEX would work with the State to create plastic that meets the State's needs.



e. When you add a vehicle or asset into the WEX system, either as a card or as a vehicle prompt, the only required field is the custom asset ID, or how you recognize the asset in your system. This field has a maximum of 17 characters. We also can capture the following vehicle data: custom vehicle asset ID (17 characters maximum), VIN (17 characters), description (25 characters), make (50 characters), model (50 characters), year (4 characters), license plate state (pull down), license plate number (12 characters), license plate country (default to US), license plate expiration date (10 characters), in-service date (10 characters), start odometer (9 characters), tank capacity (4 characters). We also have the ability to add up to 20 User Defined Fields that can capture data such as GL Codes, Work Order, WBS Elements, etc. These fields are determined and named by the State.

f. WEX does not recommend having more than one card specifically attached to a vehicle. It can lead to fraud and abuse as the data will not provide full visibility to purchase behavior. We recommend one card be assigned to a vehicle, with multiple drivers able to use that asset. Each driver would be assigned his or her own personal Driver ID that would be entered at the point of sale. For example, the driver could use the card assigned to a Vehicle A, and enter his or her own ID when using that vehicle. The next day, the driver could use the card tied to Vehicle B, and enter his or her own ID. This provides visibility to what asset fueled, and by whom.

Alternatively, you could have some cards tied to a specific driver. In that scenario, a card would be tied to the Driver, who would enter the Vehicle ID number at the point of sale. This again gives full visibility to who made the transaction and for what asset. This allows the convenience

of multiple users and assets, while having more protection from abuse. For equipment cards, especially those used for small equipment, the best practice is to use a separate design for the card (labeled "Equipment"), and to issue those cards to a location. A user fueling a piece of equipment would use the equipment card with his or her Driver ID to ensure accountability.

g. A WEX card can be assigned to a location that an administrator can have for miscellaneous needs. The cards can remain in a suspended state in our system for added security, and be activated online in real time when needed. For off-road fueling needs, we recommend using a separate card type so you can more easily track off-road use for tax purposes using our reporting.

h. WEX can assign a unique account number under which cards can be created to accommodate undercover vehicle operations. The account instructions would include special information alerting Customer Service to the needs of the cardholders. Information pertaining to the type or name of the account will not be given to station attendants. These instructions may be accompanied by a request for a password that must be provided prior to initiating discussions with anyone calling on the account. Numbers can be used in place of driver names on reports to help conceal the identity of undercover officers. We recommend using a standard WEX card design to support undercover operations.

i. The WEX system supports nine levels of hierarchy, making it extremely flexible and allowing us to mirror your organization. Within these levels, we can assign billing/reporting accounts or reporting-only accounts, based on the needs of each agency. For example, you could have a central agency account, with 10 sub-accounts that delineate the 10 branch locations in the State. Within each branch, you can have sub-accounts for departmental reporting levels. Cards, vehicles and drivers can be put at appropriate levels for best management, reporting and invoicing. This would be designed during the discovery phase of the implementation.

j. WEX understands that it's critical for the State of Maine fleet to minimize waste and fraud and stay within budget. That's why WEX offers a variety of tools that provide added purchase controls and purchase policy enforcement capabilities. Control criteria, exception reporting and alerts can be determined and set **at the agency level**. Controls start with our network:

Open-Loop vs. Closed-Loop Networks

Both the fleet card and open-loop credit cards offer fleet managers the ability to track and set controls on their fuel spend. However, the WEX closed-loop fleet card solution provides more in-depth transaction data, greater flexibility and security, and tighter controls than open-loop credit card alternatives. The WEX card can only be used at fuel and maintenance locations. This is the first line of defense against unauthorized or fraudulent spending, which could occur easily with an open-loop credit card that can be used at any retailer, not just fuel and maintenance sites.

Greater Security through Consistent Point of Sale Prompting

A significant benefit of using our card is that it requires the cardholder to input a Driver ID for each transaction, preventing the card's use in case of loss or theft. Driver IDs make fleet cards more secure and help limit internal and external fraud. Odometer capture at point of sale provides measurement and management of all agency assets for better lifecycle management.

Card Types Tailored to Large Fleets

Agencies can choose from the following major card types:

Fuel Only cards permit the purchase of fuel, like gasoline, diesel, or alternative fuels based on the coding in the magnetic strip on the card. Non-fuel purchases are not permitted when non-fuel items are identified at the time of authorization. It does not prevent items such as car washes paid for at the pump as merchant devices do not send this authorization request to us.

Product Type Controls
Fuel (always on)
Parts & Service
Quick Lube
Oil & Fluids
Roadside Assistance
General Merchandise

Custom Control cards permit all types of purchases at WEX accepting locations based on the coding in the magnetic strip. This includes fuel, maintenance and other (such as general merchandise) items. With Custom Control Cards, fleet managers have the option to apply Product Type Controls (see below for details), allowing certain product categories to be deselected. For example, "General Merchandise" could be deselected, allowing only Fuel and Parts/Service related purchases. Custom Control Cards and Product Type Controls allow you to control what your drivers buy, not just where they buy it.

WEX accounts may be comprised of all Fuel Only cards, all Custom Control cards, or a mix of both. This enables fleet managers to issue the appropriate card type based on a variety of purchasing needs.

Transaction Level Limits
Dollar Limits (Limit to specific daily and weekly amounts)
Fuel Quantity (Limit the amount of fuel purchased in a day)
Timeframe of Purchase (Limit to certain days, weeks, or hours of the day)

Purchasing Controls – Go Beyond MCC Controls

As a closed-loop network, we developed our own acceptance among merchants. We can control transactions at the merchant-type level. Most credit cards can control the type of merchant; however, WEX goes a level deeper and is able to control the product type being purchased. Product Type Controls are groupings of like products separated by type: services, fuels, fluids, food, and so on. These controls enable access to specific product categories, within a specific network of merchants. WEX uses Level III data to customize card controls, so they can only be used at certain times or on these product types. Fleet managers can then set transaction level limits: dollar limits, fuel quantity limits, and timeframe of purchase.

Product Type Controls limit "what" your drivers buy by empowering the fleet to allow or exclude certain categories of products. For example, the fleet can allow drivers to purchase fluids, like washer fluid or oil, and disallow general merchandise, like snacks and soft drinks. In contrast, a typical credit card would be open to all gas stations, and any merchandise – from snacks to cigarettes -- that is available in this retail channel.

The WEX Purchase Controls product allows fleet managers to control the amount and frequency of purchases on their fuel cards, at the card level. Defining limits helps a fleet manager detect and prevent unauthorized transactions, potentially saving your fleet money by monitoring unauthorized purchases. Fleet managers may select tools to assist in establishing daily, weekly, twice monthly or monthly limits for fuel and service expenditures. If a transaction is outside of the set limit, it is logged and recorded at the point of sale or, in the case of hard controls, declined at the point of sale. The following Purchase Controls are set at the card level. Enforcement of some limits depends upon adoption of specification and merchant participation.

• transaction dollar limit	Per	• total Non-Fuel per period*	To
• period dollar limits*	Per	• total Gallons per period*	To
• period # of transactions*	Per	• time of day#	Ti
• total Fuel per period*	To	• day of week#	Da

**Daily, weekly, twice monthly, monthly*

#Subject to server location's time zone

Automatic Pump Shut Off

Automatic Pump Shut-Off leverages proprietary technology developed by WEX to add a layer of protection and control to fleet fuel purchasing. If a driver tries to exceed the set limits, the pump automatically shuts off. The result is increased operational efficiency, enforcement of driver policies, and better management of costs. Our Automatic Pump Shut-Off feature works in conjunction with three purchase parameters: Fuel Dollars per Transaction, Fuel Dollars per Timeframe, and Total Dollars for All Products per Timeframe.

The fleet manager defines one or more of these purchase parameters by creating and associating a Product Type Control authorization profile to one or more cards. The fleet manager can change their customized controls in near real-time and alter them whenever necessary, resulting in an increase in control, convenience, and accountability. Automatic Pump Shut-Off offers:

- **Reduced fraudulent fueling** – helps to limit overages and unauthorized activity
- **Tighter control over fleet expenses** – allows for better management of fuel expenditures
- **Convenience of use** – available at most participating merchant locations like 76®, Citgo, Conoco®, Phillips 66®, ExxonMobil®, BP, Gulf, Wawa, Sinclair, Marathon, Sheetz, QuikTrip, and more.

Flexible Exception Reports

WEX offers a suite of intuitive exception reporting options for complete visibility and control over the fleet's purchasing behavior. Flexible Exception reports capture and aggregate violations for easy reference. The fleet manager selects and modifies the parameters, which can be set at the card or account level and delivered daily:

- | | |
|--|---|
| • More than X dollars per transactions | • More than X transactions per timeframe (day or month to date) |
| • More than X dollars per fuel transactions | • More than X gallons per timeframe (day or month to date) |
| • Unauthorized fuel products | • Purchases per month exceeding X |
| • Number of gallons per transactions exceeding X | • Average PPG exceeds X |
| • Fuel Economy Average | • Inactive card for calendar month |
| • Non-fuel transactions | • Transactions in/out of State |
| • Daily transaction total exceeding X | • Hours of purchasing |

- Days of purchasing

Exceptions reporting can be set up for an individual account or grouping of accounts. Exception reports can be made private, meaning only the creator of the report can view the output, or can be shared globally, meaning anyone who has access to the WEXOnline® reporting feature can view the report output. Exceptions can monitor the card, the vehicle, and the driver (as applicable). When a threshold is exceeded, details are populated on a report and made available for viewing online via WEXOnline® or downloaded into an Excel or CSV file. **The transaction is authorized so the driver stays on the road, but the behavior is reported so the fleet manager can monitor and correct behavior as necessary.**

Real Time Alerts

Real Time Alerts allow the fleet manager to define purchasing guidelines on specific authorization controls. Alerts are sent for situations which may be outside of normal operational behavior -- for example, if a transaction exceeds a set dollar amount, occurs outside a specific time frame, or when general merchandise is purchased. Alerts can also be sent if the vehicle is fueled at a higher dollar amount than the tank size of the vehicle allows. If an exception occurs, in most cases the fleet manager receives an email or text within seconds of the transaction being completed. The message provides information on the purchase, driver, and vehicle, allowing the fleet manager to address the situation immediately and change driver behavior. Alerts can be sent to the fleet manager's email or mobile phone, and are housed in the WEXOnline® Report module for analysis and monitoring.

Real Time Alerts
Transactions per period
Dollars per period
Gallons/units per period
Consecutive declines
Day/time of week
Product type category

k. WEX can offer a card with no odometer prompt at the point of sale, but is dependent on the merchant using our latest software specification. Adoption is at about 65% of our accepting sites and includes Citgo, Exxon, Mobil and some Circle K locations. At all other sites, drivers can enter "0" or an "hours" reading for the equipment they are fueling. Odometer prompting is data capture only, and not used to authorize the transaction, so entering "0" will not cause a decline.

l. WEX will send your drivers new cards 45 days prior to expiration ensuring that your drivers will never be without an active card. **Prior to the renewal process, we also will have the agencies revalidate the cards that they need and any embossing changes they desire.**

4. Cardholder Maintenance

a. When adding a driver into the WEX system, either as a card or as a driver prompt, the only mandatory fields are Driver First and Last names (both 30 characters maximum). For the driver, we can also capture: driver middle name (20 characters), driver prompt ID (4 or 6 characters, if fleet chosen), employee number (15 characters), job title (20 characters), phone number (10 characters), email (60 characters), driver license number (12 characters), driver license state (pull down), driver license country (default to US), driver license expiration (10 Characters).

If the driver is being assigned to a card, the maximum number of characters embossed is 17. We also have the ability to add up to 20 User Defined Fields that can capture data such as Employee Job Assignment, CDL License Holder, etc. These fields are determined and named by the State.

b. The WEX system allows for 4- or 6-digit DID's that are assigned to a driver. WEX can support Maine's need to use existing 5-digit DID's by inserting a leading "0" for a total of 6 digits.

c. As described above, both Flexible Exception Reporting and Real-Time Alerts provide a wide array of alert capabilities. Flexible Exceptions sends an email when posted transactions occur outside of your criteria. Real Time Alerts send an email or text within seconds of the sale when a policy is violated.

d. A WEX card can be cancelled by calling our toll-free 24/7 Customer Service Department or through WEXOnline®. Once a card is cancelled, it is immediately invalidated in our system.

e. WEX cards can be delivered using the carrier specified by the fleet (e.g., the U.S. Postal Service or another common carrier, such as, but not limited to, FedEx and UPS). WEX will process requests for replacement cards for lost, damaged or stolen cards within one business day. If notification is received by 3:30 p.m. Eastern Time, you can have cards sent that day, via overnight mail. Replacement cards shipped via standard mail are typically delivered within 3-5 days. Replacement cards can be shipped to the agency making the request. There is a default shipping address for each account, which can be overwritten for shipping to other locations.

f. The fleet may report the loss, theft or unauthorized use of a card or account by calling Customer Service or through WEXOnline®. Subject to any limitations imposed by applicable law, the fleet is liable for all unauthorized use of a card until you notify us of such use. Once a card has been reported as lost or stolen, it is immediately invalidated in the WEX system and all electronic authorizations associated with the card are declined. Once WEX receives proper notification, the fleet will be relieved from liability for any subsequent charges to the card.

g. In our experience, efforts by WEX's Fraud Department, in tandem with a customer's use of a fleet management policy; controls; and alerts, along with a careful review of all reports including exception reports, helps substantially reduce exposure to abuse and fraud, and any associated losses. WEX's Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: review transaction activity; identify potentially abusive or fraudulent behavior; notify customers when such behavior occurs.

Our Fraud Department makes every effort to detect unusual or excessive purchase activity using constantly evolving techniques and reporting. If such activity is detected, an analyst will contact the fleet manager, noting details such as: date and time of purchase; merchant location; product purchased; driver identification number used to conduct the sale; dollar amount. There are currently 11 people in WEX's fraud department who are focused on fleet card fraud. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud with the WEX card. WEX attempts to close down at-risk cards before fraud happens.

ReD PRISM

WEX utilizes ReD's enterprise fraud prevention service, PRISM, as a supporting tool to its in-house fraud initiatives. ReD PRISM uses predictive analytics and neural modeling technologies to score the likelihood of a transaction being fraudulent. The combination of custom scoring and dynamic rules assists client companies in identifying likely fraudulent transactions before they occur, thereby reducing overall fraud losses.

h. The WEX transaction dispute process is outlined below:

1. A customer must notify WEX in writing of a disputed transaction within sixty (60) days of the billing date of said transaction. WEX requests that the customer to provide as

many details regarding the transaction and the reason for dispute as possible, including, but not limited to the following: card number, driver identification number used, transaction date and time, transaction dollar amount, and reason for dispute. Additional information may be requested as necessary to facilitate the investigation.

2. The fleet's written dispute is then forwarded to the applicable department for follow up and investigation. If the dispute involves an allegation of abuse or fraud, the dispute will be handled by WEX's Fraud Department and the dispute process may vary from the standards as outlined below depending on the nature and validity of the claim.
3. If the disputed transaction occurred inside the fueling location and required a signature from the cardholder, WEX may request a copy of the sales draft from the merchant. As a result of the ticket request, the fleet customer will receive a memo on their invoice noting that a transaction is in dispute.
4. Once the applicable merchant provides a copy of the sales draft, it will be reviewed for compliance with the fleet program. If WEX determines that the sale is valid in accordance with the program, the disputed charge balance will be carried forward for payment and will be subject to applicable late fees. Payment is expected during the next billing cycle. Copies of the sale draft are then forwarded to the fleet customer for review.
5. In the rare event that the transaction in question is determined to be a duplicate transaction, it is not necessary for WEX to request a copy of the ticket from the merchant. After receiving the fleet's dispute in writing and confirming that the transaction is a duplicate, WEX will permanently credit the account within five (5) business days.
6. If the disputed transaction occurred at an automated facility, a copy of the sales draft would not be available as no signature is required and swipe of the card into the card reader establishes that the card was present at the time of sale. Pursuant to the terms of our Agreement, "...use of a Card and DID and entry of the applicable sales data into the card system will evidence (your) Agreement to pay for such purchases."
7. In the rare occasion that a technical error occurred at an automated facility, WEX will perform an investigation into the dispute sale.
8. Upon conclusion of the investigation, WEX will communicate the outcome of the investigation to the fleet customer. If a credit for a disputed transaction is warranted, it will be applied against the current billing period.

**Disputes of transactions conducted with WEXPay are subject to the MasterCard dispute process.*

i. WEX seeks feedback from a Lead User Group, a panel of fleet managers representing some of WEX's largest and most demanding fleets, in which we would invite the State to participate. The group conferences annually at WEX headquarters in Maine, teleconferences regularly and responds to surveys regarding products and services several times per year. This forum enables WEX to stay close to its customers and maintain a clear understanding of the requirements necessary to keep our products current and competitive.

5. Online Card Management System

a-c. WEXOnline supports the State's requirement to issue a new card, re-issue a replacement card or report and cancel a lost or stolen card.

d. WEXOnline will support the State's five-tiered hierarchical structure. Our system supports nine levels of hierarchy to maximize card management, billing and reporting functions.

e. and f. The Administration module of WEXOnline allows the fleet manager to create custom online user roles that can be assigned to users to limit or broaden access into the system. Users all have the ability to perform various functions depending upon the level of access assigned (including view only capabilities as needed). This setup allows them to focus on their defined tasks without giving broader permissions that could be abused. This module also allows the fleet administrator to add new online users, manage existing users, and manage online enrollment requests. Management responsibility is shared, but the administrator retains access control.

g. i-xvi. All of the required changes can be made in real-time with WEXOnline except dispute transactions, change billing cycles, hierarchy change and restrict cash transactions (the card cannot be used for cash advances). The dispute process is described in response to 4-h above.

Hierarchy changes are completed within the WEX primary system. Changes can be communicated to your Premium Fleet Services representative or Strategic Support, who can make the appropriate changes. Your PFS representative will assist with cycle changes.

WEXOnline®

WEXOnline, WEX's proprietary online management tool, helps fleet managers manage their fuel and service expenses to achieve optimal operational efficiency. They can perform the day-to-day account administration, card status, card controls and prompt (PIN) management as well as complete analytical reporting, determine the health of the vehicles, review spending metrics and accurately forecast for future budgeting. This tool is web-based so they can manage the fleet from any computer at any time. The major modules are described below:

Administration and Online Users

The Administration module of WEXOnline (described in response to 5 e-f) allows the fleet manager to create custom online user roles that can limit or broaden access into the system.

Fleet Manager – Cards, Drivers, Controls, Invoicing

The Fleet Manager module of WEXOnline® allows the fleet manager to add, edit, suspend, reactivate and terminate cards and drivers, to add/manage card controls, view and download invoice details. You can also:

- Assign card to driver, vehicle or location
- Transfer cards from one account to another
- Group cards into authorization profiles to enforce your purchasing policies
- Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase)
- Edit account information

Authorization Profiles

Authorization profiles are the purchasing control parameters, or limits, that fleet managers assign to cards. This allows for easy management of the program to ensure purchasing policies are enforced each time a card is used. WEX offers the flexibility for the fleet manager to name the authorization profiles via numeric or alphabetic scheme. For example, one group of profiles could be named, "sedan," and the profile could be applied to that group of vehicles. The fleet manager can assign as few or as many as he/she needs. The Authorization Profile module allows fleet managers to add new profiles, view existing profiles, view cards assigned to each profile,

clone, edit or modify the values, change the status of the profile, set account defaults, and reassign cards to other profiles. Authorization control profiles allow the fleet manager to edit a profile and have that change impact all cards associated with that profile – that could be one card or 1,000, avoiding manually editing each driver or vehicle record when a policy changes.

Invoice & Payment Functions

Fleets have full access to invoices and invoice details through WEXOnline®, with convenient features to download invoice data for easy reconciliation. Functions include:

- Retrieve Invoice provides the user with a PDF download of the invoice which can be used for remittance (standard invoicing format)
- Efficiently download invoice and payment history into an Excel or CSV format
- View invoice information which includes closing date, invoice number, current balance, payment date, and available credit remaining
- View historic invoices and corresponding transaction history (24 months of invoices and transaction details are available)
- Set up bank account information and efficiently pay invoices online.

Financials

The WEXOnline Financial Module gives the fleet manager additional fields to capture pertinent information, such as: accounting codes, location values, fuel type (diesel/unleaded), driver permissions (CDL license or job code), etc. The WEXOnline system is unique because it allows the values to be named by the fleet manager and make them required/not required to ensure that the necessary data is captured in reporting. The addition of the User Defined Fields allows the fleet manager to gather pertinent information needed to manage reporting and business. For example, a fleet manager may define an accounting field as follows:

- “Cost Center” as four numeric characters and free form entry that is required input
- “Region” as a list of values such as North, South, East, West that is optional to input
- “Equipment Type” as 20 characters of free form text that is required input

Once these custom fields are added to the system, they can append the additional data on the card, account or prompt records, so activity can be tracked and monitored.

Accounting Profiles

Once the accounting fields and codes have been established in the system, the fleet manager can assign a subset of the codes, or Accounting Profiles. By utilizing this feature the fleet manager can combine various fields and codes into one profile that can be assigned to one or more levels within a hierarchy, thereby streamlining the information. As an example, a subsidiary of the organization representing one level of a hierarchy requires that cards be tracked by G/L Code and Office. The fleet manager can create an accounting profile that requires these two fields be populated and create drop down lists that are applicable to the subsidiary.

Transaction Management

The Transaction Management module allows a fleet manager to report upon posted transactions and review the accounting fields that were assigned to them at the time the transaction posted. Each transaction may be flagged as reviewed to indicate that the fleet manager has checked the accounting fields and the amounts, and found them to be acceptable. A transaction may be set for

“follow-up,” which will place it upon the Follow-Up Transactions report so it can be visited later for additional research. For example, some Driver accounting fields called Job ID and Region have been created. Whenever a Driver account is created, the fleet manager will be asked to assign a Job ID and Region to the Driver. Whenever a Driver generates a transaction, the Job ID and Region will be automatically affiliated to the transaction.

Fuel Resource Tools

The Resource Tools module provides one-click access to WEX accepting locations. It's easy to access fuel pricing information, as well as specialized directories for diesel and alternative fuels. The Fuel Price Mapping Tool allows the fleet manager to search for WEX accepting locations. We also provide you with the most recent transaction pricing information for each location. Since the WEX network conducts millions of transactions each week we can provide real-time information, so the fleet manager can make low-cost fueling decisions.

The fuel price mapping tool is also available on iPhones and Androids through our Octane application. With the Octane application, users can quickly and easily locate the nearest fueling locations and sort based on price or distance. The prices are date and time based on the actual transaction price, providing the most current information available.

Diesel and Alternative Fuel Directories allow fleet managers to locate fuel types which can sometimes be difficult to locate.

6. Program and Transaction Data Reports

a. WEX offers a suite of reports to help slash the administrative time involved with managing fleet expenses. In addition to these reports, our Premium Fleet Services Account Managers have advanced query tools to help satisfy complex reporting needs not covered by standard reports.

Management Reports

Management Reports provide fleet managers with a view into the entire portfolio, illuminating trends and areas for possible savings. They are available monthly via WEXOnline:

- **Major Fleet Activity Report:** This report provides current and previous monthly summary information by account, by brand, outlining total spend, fueling spend, gallons and average PPG. The report helps fleets identify which merchants they are using and whether they could save by switching to brands with a lower PPG.
- **Account Review:** This report is a rolling 13-month review of data consisting of the following reports: portfolio summary, spend report, gallon report, fuel type usage snapshot, premium fuel gasoline spend, non-fuel spend snapshot, average price per gallon (gas and diesel), transaction report, activation report, brand report (gasoline, diesel and maintenance). This report allows fleets to identify areas of opportunity (such as excessive premium fuel use).
- **Opportunity Report:** This report outlines savings opportunities by account, driver and/or vehicle by benchmarking purchases at a zip code level against the entire WEX portfolio. This report provides insight into where your drivers are fueling, identifying ways to save by fueling at lower cost stations near their routes.

Profile Reports

Profile Reports provide fleet managers and administrators with a snapshot of the information available in our system at the time the report is run, making it easy to manage the inventory of

accounts, cards, drivers, and vehicles and helping ensure that the information and status of each item is up-to-date. Reports are available on-demand or scheduled via WEXOnline:

- **Account Profile:** This report itemizes the accounts within your hierarchy and provides details including contact name, shipping information, total cards, total driver prompts, card type, accounts, org units, and total vehicle prompts.
- **Card Profile:** This report provides a broad view of cards across multiple accounts or focused on a single account.
- **Vehicle Profile:** This report provides a broad view of vehicles and assets across multiple accounts or focused on a single account.
- **Driver Profile:** This report provides a broad view of drivers across multiple accounts or focused on a single account.

Transaction Reports

Transaction Reports provide fleet managers and administrators with a full range of authorization and posted transaction data to perform audits, trend analysis and data mining. This allows for simple ad hoc queries and more in-depth, customizable reporting to help you drill down to the data you need. Reports are available on-demand or scheduled via WEXOnline.

- **Ad Hoc Transaction Details:** This report is a simple, on-demand, ad hoc report tool that provides posted transaction details for a period of time you specify (up to 24 months).
- **Ad Hoc Transaction Summary:** This report is a simple, on-demand, ad hoc report tool that provides posted transaction details at a summary level for a period of time you specify (up to 24 months).
- **Transaction Management:** This report is a comprehensive, highly customizable, transaction-level report that allows you to analyze usage at certain merchants or within specified dollar amounts or within selected accounts.
- **Authorization Activity:** This report provides a direct view of authorization activity, which is posted in real-time in our system.

Exception Reports

Managing by exception is an excellent way to save time while ensuring your policies are being followed in the field. Exception Reports, when paired with your card controls, help you effectively manage your program by identifying potential fraud or abuse. Available reports include:

- **Ad Hoc Exceptions:** This report is a simple, on-demand, ad hoc exception report tool that provides the ability to view posted transaction details for a variety of exceptions. Available on demand via WEXOnline.
- **Flexible Exceptions:** This report provides a comprehensive set of exception parameters for posted transactions upon which you can be alerted. Any transactions that meet the threshold you have set will be captured on a report for your review. Additionally, you can choose to receive an email once a day notifying you that an exception has occurred. Available via email or WEXOnline. There is daily capture of transaction details and on-demand report viewing.

- **Real Time Alerts:** This tool allows you to set parameters within your Authorization Profiles so you can be immediately alerted when a transaction falls outside of that parameter. Available via email when threshold is exceeded and WEXOnline.

Benchmarking Reports

Benchmarking Reports provide a way for fleets to understand how their purchasing behavior compares to others, and provides insight into the types of merchants being used. Reports are available via WEXOnline.

- **Minority and Women-Owned Business Report:** This monthly report provides monthly roll-up of transactions, gallons, and dollars spent at MWOBE fueling and service sites.
- **WEXIndex™:** This is an index and report published by WEX for the price per gallon of certain fuel types in a given month. Our customers use this report to understand pricing trends in the industry. Within the Account Review (see above under Management Reports), it is used to benchmark your fleet's pricing behavior vs. the national average for the specific fuel type. Available on-demand.

Billing Cycle Reports

Billing Cycle Reports accompany an invoice to assist fleets in reconciliation before making payment. They are available in a variety of formats, giving the fleet the ability to choose the format that is most beneficial. Available reports include:

- **Purchase Activity Report:** This is our standard billing cycle report that accompanies each invoice, with a roll-up by card or department. It can be retrieved online and is in a PDF format. It consists of several key elements:
 - Purchase Activity: by card transaction details for that cycle
 - Financial Summary: financial roll-up of spend by account, fuel and non-fuel
 - Site Summary: roll-up of purchase behavior by brand, with total
 - Tax Exempt Summary: a roll-up of exempted and reported transactions by jurisdiction and fuel type
- **View Details:** This is our standard transaction detail report that is available online and accompanies each invoice. The report can be downloaded into Excel or CSV as needed and provides an easy way for fleets to reconcile their transactions with their invoice, with an ability to download for additional filtering or archiving.
- **WEXLink™:** WEXLink™ is a comprehensive data file available to fleets that wish to import transaction details into their systems. It can serve as simply a report, or as a billing and reporting file. Available via WEXOnline, FTP or email with invoice at cycle close.

b. In our reporting module, Ad Hoc Reports (see response to Question 6a.) allow fleet managers to define search criteria from a snapshot in time to generate reports that are viewable and downloadable into Excel or CSV format. The Custom Reports tool also offers the opportunity to dig deeper into the details and create reports on authorizations, transactions, card, driver and vehicle reports options. The intuitive wizard based process allows the fleet manager to create real-time reports, schedule reports and share reports to gain greater insight into the program's performance. Premium Fleet Services Account Managers have advanced query tools that help them satisfy complex reporting needs not covered by our standard reports.

c. WEX maintains complete transaction data online for two years.

d. Most of our larger fleets choose to receive billing data in the form of WEXLink™, an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver and purchase information, and to reconcile monthly invoices.

e. WEX offers a comprehensive tax exemption and reporting program at the transaction level at the time of posting. Our tax program is as follows:

Tax Exemption & Reporting Program

Federal Gasoline and Diesel Excise Tax-Exempt Program

WEX will invoice you net of all Federal excise taxes on gasoline and diesel, at the transaction level, regardless of merchant participation if you are qualified as tax-exempt.

State Sales, County and Local Taxes

WEX will invoice you net of all State excise taxes on gasoline and diesel, at the transaction level, regardless of merchant participation if you are qualified as tax-exempt. The program supports the following levels of tax, including: State Primary (Excise Tax), State Secondary (Sales Tax), State Special, County Primary (Excise Tax), County Secondary (Sales Tax), County Special, City Primary (Excise Tax), City Secondary (Sales Tax), City Special.

Your tax-exempt reporting through WEXOnline®, WEXLink™ and the paper VAR (Vehicle Analysis Report) shows: Exempted Tax, at the transaction level; Reported Tax, at the transaction level; Summary of tax types by product for both exempted and reported transactions (available on the paper VAR only).

Tax Exemption for Non-Fuel Purchases

For non-fuel transactions, merchants may provide transactional data to WEX net of tax on a fleet-by-fleet basis at their discretion. Your drivers must supply the merchant with proper documentation of their tax-exempt status at the point of sale. The merchant will then send the transaction to WEX net of tax for billing.

Qualification

Any fleet participating in this contract will be required to complete a certification process affirming their qualification to receive the tax exemption based upon the rules and criteria set by the appropriate taxing jurisdiction.

Required Data

Tax Exemption processing requires that the merchant provide electronically to WEX the following data points: Account Number, Account Name, Type of Fuel, Gallons, Price per gallon, Total gross sale.

Not all transactions may have exemptions applied to them. WEX is not able to exempt applicable fuel taxes on transactions that are provided with certain data elements that are missing and may be autocorrected. Taxing jurisdictions require documentation from the party providing the exemption of the type of fuel, gallons purchased and price per gallon. There are occasions where the merchant is unable to provide all the required documentation, therefore these transactions will not go through our tax processing. However, if you provide us with a copy of the sales receipt we would be able to repost these transactions and apply the exemptions.

f. The WEX program supports robust discount processing for merchants who wish to offer discounts to specific fleets for certain products. Current discount programs include variable volume discounts, fixed volume discounts, contract pricing and national pricing. See Section III: Cost Proposal for WEX's merchant discounts.

7. Other Requirements

a. WEX outsources its card production to CPI Card Group. CPI Card Group's Qualifications are detailed in Section 1, Question 2.

Section III Cost Proposal

2. Rebate Proposal

Please see the attached Appendix B, Cost Proposal Form, at the back of this tab in our hardcopy response and as a separate Excel file in our electronic response.

Section IV Economic Impact within the State of Maine

Twenty-nine years ago, a small Maine company appeared quietly on the business scene with a handful of employees, one fleet fueling card, three customers, and a big dream. With the vision, drive, and skill of a dedicated workforce, that dream became Wright Express Corporation.

Located in South Portland, Maine, the company now known as WEX, Inc. is a leading international provider of B2B physical, digital and virtual card product solutions. Like most influential companies, we could be headquartered almost anywhere in the world. But our home, and our inspiration, is Maine, a place known for natural beauty, genuine hospitality, and a strong work ethic. It is a place where a corporation can feel like a family.

Our commitment to Maine is reflected in the efforts of WEX, Inc. President and CEO, Mike Dubyak. Mr. Dubyak is the chairman of Educate Maine, a business-led organization whose mission is to champion college and career readiness and increased education attainment. In 2011, he was named the Ernst & Young Financial Services Entrepreneur of the Year for New England. He has also received the Portland Regional Chamber's Masterson Award for Economic Development, is a member of the Junior Achievement Hall of Fame and received the 2005 Distinguished Alumni Award from the Institution for Civic Leadership.

Quality Jobs for Maine Citizens

Of WEX's approximately 1,300 employees worldwide, 630 (317 female, 313 male) work at WEX Inc. headquarters in South Portland, Maine. WEX's estimated 2012 total payroll expense for Maine employees is \$82 million. Our goal is to double our growth over the next five years and our projected 2013 payroll expense for Maine employees is \$84.5 million.

WEX's estimated 2012 gross wages are:

- WEX Average Maine Annual Gross Wages: \$88,872
- WEX Median Maine Annual Gross Wages: \$51,860

Spending with Maine Vendors

WEX spends approximately \$15 million annually basis with Maine-based businesses, including a minority women owned business, to support our business operations.

Social Responsibility and Corporate Giving

As one of Maine's largest employers, WEX has become deeply invested and embedded in the fabric of the community. For many organizations, including the United Way of Greater Portland, WEX is a major contributor. Last year alone, our company donated more than \$500,000 to a total of 51 organizations, touching nearly every aspect of community life. Our civic pride shows in the number and variety of projects we support, furthering the work of the Good Shepherd Food Bank, Maine Cancer Foundation, Portland Stage Company, Maine Maritime Museum, Center for Grieving Children, Portland Symphony Orchestra, Animal Refuge League, Portland Museum of Art, University of Southern Maine, Institute for Civic Leadership, Portland Ovations, WinterKids, and many other sources of community goodwill.

State of Maine
DEPARTMENT OF ADMINISTRATIVE &
FINANCIAL SERVICES
Division of Purchases
COST PROPOSAL FORM
RFP # 201210406
Fuel Card Services

Bidder's Organization Name: WEX Bank

Please fill out the attached MS Excel file, print and insert (or copy and paste) here with your hardcopy proposal. Do not alter the layout, formulas, or any other aspect of the file. Also include the completed MS Excel file with your electronic submission.

APPENDIX B - COST PROPOSAL FORM

STATE OF MAINE RFP # 201210406 FUEL CARD SERVICES

Non-State Entity Monthly Spend Rebate		
Volume	Rebate %	Rebate Amount
\$1 - \$9,999	1.5000%	\$ 150
\$ 10,000	1.5000%	\$ 150
\$ 15,000	1.5000%	\$ 225
\$ 20,000	1.5000%	\$ 300
\$ 25,000	1.5000%	\$ 375
\$ 30,000	1.5000%	\$ 450
\$ 35,000	1.5000%	\$ 525
\$ 40,000	1.5000%	\$ 600

Aggregate Program Monthly Spend Rebate for State Entities		
Volume	Rebate %	Rebate Amount
\$ 100,000	1.5000%	\$ 1,500
\$ 150,000	1.5000%	\$ 2,250
\$ 200,000	1.5000%	\$ 3,000
\$ 250,000	1.5000%	\$ 3,750
\$ 300,000	1.5000%	\$ 4,500
\$ 350,000	1.5000%	\$ 5,250
\$ 400,000	1.5000%	\$ 6,000
\$ 450,000	1.5000%	\$ 6,750
\$ 500,000	1.5000%	\$ 7,500
\$ 600,000	1.5000%	\$ 9,000
\$ 700,000	1.5000%	\$ 10,500
\$ 800,000	1.5000%	\$ 12,000

\$ 900,000	1.5000%	\$ 13,500
\$ 1,000,000	1.5000%	\$ 15,000
\$ 1,100,000	1.5000%	\$ 16,500
\$ 1,200,000	1.5000%	\$ 18,000
\$ 1,300,000	1.5000%	\$ 19,500
\$ 1,400,000	1.5000%	\$ 21,000
\$ 1,500,000	1.5000%	\$ 22,500

Subject to the express conditions below, we will issue a quarterly rebate of **150 basis points (1.50%)**, off all your Monthly Retail Transactions (the "Retail Rebate"). WEX is offering 150 basis points for all tiers and for both State and Non-State entities in order to provide our best offer to all contract participants and to encourage both state and local government participation.

Conditions

The Retail Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) electronic reporting; (3) payment in full within 30 calendar days of the billing date appearing on your invoice; (4) credit approval; and (5) signing a three-year contract.

Calculation

We shall commence calculating the Retail Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Retail Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to you quarterly.

In this section of the proposal only, include responses to the questions listed under:

3. Discounts, Fees, Payment Options and Billing

a. Please see the attached list of merchant discounts at the back of this tab in our hardcopy response and as a separate file, "WEX Merchant Discounts.docx" in our electronic response.

b. The WEX system supports robust discount processing for merchants who wish to offer discounts to specific fleets for certain products. WEX will work with the State of Maine to establish a plan to encourage merchants (down to the distributor and site level) to offer the State additional savings. This includes identifying locations where you have concentrated volume that may support rebate negotiations and reaching out to merchants on your behalf to discuss opportunities. WEX, because of our closed-loop acceptance model and card program capabilities, has many existing fuel brand relationships that should help facilitate this. Typically, merchants may not offer discounts in situations where they already have the volume, but will be looking for the fleet to direct volume to increase spend at their sites. A successful program must include excellent driver communications and a commitment by the State to influence behavior.

c. There are no transaction fees passed on to the State of Maine. The only fee a retail fueling location incurs is the interchange paid to WEX for acceptance of the card. Those fees vary depending upon our negotiated rates with the fueling station vendors. Our agreements with our accepting locations are confidential.

d. Our most commonly used billing cycle, and the one we recommend for all Maine entities on this contract, is monthly. This allows the State to maximize cash flow and easily track and calculate quarterly volume rebates. The cycle closes on the last business day of the month, and our standard invoice and invoice detail reporting is available for retrieval on WEXOnline®, typically within the first 2-3 days of the beginning of the next month. Agency invoice managers can choose to receive an email notification that the invoice is available for viewing/downloading, so they can process payments as quickly as possible to maximize early pay discounts. Other invoicing frequencies include daily and weekly. We also offer 5th of month, 10th of month and tri-monthly payment options.

In addition, some of our larger fleets choose to receive billing data in the form of WEXLink™, an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver and purchase information, and to reconcile monthly invoices. WEXLink files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet account. Purchases are due and payable in full upon billing. Invoices include transactions that have posted to our system in your billing cycle and will not include all transactions that have been made in the billing cycle. Your account is delinquent if the balance is not paid within 30 days of the billing date appearing on your invoice.

The WEX program offers fleets the flexibility to choose the payment option that meets your unique needs.

- **Paper Check:** Each month you can receive an invoice by mail with payment terms for the State of Maine of 30 days. You can pay by check using the remit stub attached to the invoice.
- **Online Payment:** Receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts.
- **Direct Debit:** This system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account.
- **One-time Authorization for Electronic Payment:** If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit.

Payment terms subject to credit approval.

e. In addition to the volume rebates above and merchant discounts attached, WEX would like to offer the following financial incentives. It is possible to qualify for all, none or some of these incentives.

Payment Timing Rebate

Subject to the express conditions below, we will issue a monthly rebate of **one-half basis point (0.005%)** for each day you pay your bill prior to 30 calendar days from the billing date appearing on your invoice (the "Payment Timing Rebate").

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full prior to 30 calendar days from the billing date appearing on your invoice.

Calculation

We shall commence calculating the Payment Timing Rebate on the first day of the first billing cycle after the Agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the

applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly Retail Transactions.

Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing Rebates shall be paid to you monthly in arrears.

Definitions

“Monthly Retail Transactions” shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

Signing Bonus

In consideration of the State’s execution of a three-year agreement, WEX will pay the State a signing bonus of **Sixty thousand dollars (\$60,000.00)**. The signing bonus would be paid in the form of a check which would be issued thirty (30) days after the effective date of the agreement. In the event the State terminates the agreement prior to the expiration of the Initial Term without cause, we would request that the State refund a prorated portion of the Signing Bonus to us by check within thirty (30) days of the effective date of the termination. WEX is also offering an **additional bonus of \$20,000** for each one-year renewal of a contract resulting from this RFP.

AssetWorks Software Upgrade

WEX will fund the software required based on the verbal estimate of \$600 provided by AssetWorks for the WEX card to interface with the State’s terminals.

f. WEX can remit quarterly volume rebates to all entities.

g. WEX is offering a no-fee card program to the State of Maine.

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:



United States. Please identify state: Maine, Utah



Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

RIDER H
Participating Addendum

Participating Entities will negotiate an agreement with WEX based upon the following agreement and signature page, and as provided in Rider A.

1. Definitions. The following words have the following meanings:

"Account(s)" means the charge card credit line extended to Company by Issuer. An Account may be evidenced by a plastic Card or an account number.

"Account User" means Company or any other entity or individual authorized by Company to use Account or Cards.

"Agreement" means this Fleet Business Charge Card Agreement.

"Business Day" means any day other than a Saturday, Sunday or other day on which banking institutions in Utah are generally authorized or required by law or executive order to close.

"Card" means a charge card provided by Issuer which is used to access Company's Account.

"Controls" are a set of authorization tools designed to assist Company with managing purchases.

"Company" means the corporation, partnership, limited liability company, proprietorship or other business entity that has applied for, or accepted an Account with Issuer.

"DIN", "DID" or "PIN" means the identification number associated with an Account User or Card.

"Issuer" means WEX Bank.

"Transaction" means the use of a Card or Account to buy goods or services at accepting merchants.

"Unauthorized Transaction" means a Transaction made on a Card or Account by any person or entity other than an Account User.

2. Credit Limits and Accounts.

2.1. Issuer may, in its sole discretion, extend credit, establish Accounts and/or issue Cards under this Agreement. Issuer may at any time, investigate the financial condition of Company or, as applicable, its subsidiaries and affiliates. As a part of that investigation, Issuer may require financial statements from the Company or, as applicable, its subsidiaries and affiliates.

2.2. Account Users can make purchases on the Account up to the credit limit that is assigned by Issuer. The credit limit for each billing account appears on the billing statement. Company agrees not to exceed its total credit limit. Issuer may change the credit limit of an Account User or the Company without prior notice. If Issuer permits or has previously permitted Company to exceed its credit limit, it does not mean that Issuer will permit Company to exceed its credit limit again.

2.3. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion and specifically in the event that: (i) any balance is past due; and/or (ii) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the credit limit. Company shall, immediately upon request, pay the amount over the limit and any associated fees or the entire balance due on the Account. Nothing contained in this Agreement prevents Company or an Account User from requesting an increase or decrease of the credit limit.

2.4. Company shall designate its Account Users as well as those contacts authorized to: (i) provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; (ii) provide vehicle, driver and other information; (iii) receive all Account numbers, Cards or reports; (iv) receive other Account information; and (v) select additional products and/or services that may be offered. Company will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer's customer service department or through Issuer's online system. Company remains liable for any unauthorized use until Issuer receives notice of any change in or removal of any Account User or contact. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Company's behalf. Unless Company reports any errors in Account information or Cards within three (3) business days of receipt, Issuer is entitled to rely on that information for servicing the Account.

2.5. Company is responsible for notifying Issuer of any revocation of any Account User's authority to use or access its Accounts, Cards or, as applicable, DINs and Company shall remain liable for any charges made by an Account User until notice of revocation of authority is received by Issuer. Company agrees that use of a Card and the applicable DIN is deemed authorized use of the Account. Company assumes all risk if Company chooses to leave a Card at a merchant for use by its drivers or Account Users and as such, agrees to pay for all charges made with that Card. Company agrees to keep DINs confidential and to provide for its employees or Account Users to not disclose any DIN. If Account Users or other employees disclose a DIN or write a DIN on a Card, then Company is liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional.

2.6. All Cards will be valid through the expiration date listed on the Card unless the Card has been suspended or terminated. Company will automatically receive new Cards prior to the expiration date of their current Cards unless this Agreement is terminated.

2.7. Accounts and Cards will only be used for the purchase of products and services for business or commercial purposes and not for personal, family or household purposes. Company shall adopt internal policies and controls to ensure that the Accounts and Cards are used strictly for business or commercial purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited. Company agrees that Company's use of Cards or Accounts is deemed acceptance by Company of this Agreement's terms. All Cards or Account numbers provided remain the property of Issuer and shall be returned to Issuer or destroyed upon our request.

2.8. Issuer is not responsible in the event a merchant does not accept or honor a Card or Account number as payment.

2.9. Company may purchase dyed special fuel using its Account or Cards. Company acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Company understands that it may be subject to fines or other legal action by governmental authorities for misuse or mishandling of dyed special fuel. Issuer is not liable in any way for any misuse or mishandling by Company of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Company's dyed special fuel purchases without prior authorization from Company.

3. Controls. Company may request that Controls be applied to its Account(s).

3.1. The availability and effectiveness of Controls is dependent upon each merchant's adoption of card specifications and the information, including

product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant, and as such, Issuer is not responsible for inappropriate product code assignment. In addition, some Controls are not enforceable at island card readers.

3.2. Default Control values will be assigned by Issuer unless Company makes its own election(s) through the online product. More detailed information related to Controls and their limitations is available through the online product. Issuer is not responsible for the prudence of any particular Control level selected by Company. Issuer shall use reasonable efforts to deny requests for Transaction authorizations that fall outside the selected Control parameters. Company remains responsible for payment in full of Transactions which fall outside of the Control parameters selected, if such Transactions are made with a valid Card and are processed by Issuer. The existence and/or use of Controls will not affect Company's liability for Unauthorized Transactions.

3.3. Only transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization. Issuer may, in its sole discretion, at any time, without prior notice modify Controls for the purpose of, among others, aiding in the prevention of suspected fraudulent activity. Issuer will notify Company after any modification is made. Company agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

4. **Reports.** Issuer provides transaction data for each Account to the Company as transmitted by merchants. Company is responsible for reconciling that data. Issuer is not liable in connection with the accuracy or completeness of any specialty reports, management reports, data services or other information services provided to Company because that data is based upon third party information. In addition, Company understands that in the event an error is identified in a report, such as incorrect product code, Company is still liable for the Transaction, but may follow the dispute process to obtain clarifying information.

5. **Payment Promise.** (WEX understands that you are governed by a separate Prompt Pay Act and will comply with the State law.)

5.1. Company agrees to pay and/or perform, as the case may be, when due all indebtedness, obligations and liabilities of Account(s) established pursuant to this Agreement of every kind, nature and character whatsoever, including, without limitation: (i) fees listed on the attached fee schedule; (ii) all amounts payable for Transactions on each Card or each Account; (iii) any and all costs (including reasonable attorneys' fees) incurred in enforcing its obligations in this Agreement; and (iv) all obligations, covenants, and agreements in this Agreement..

5.2. Payment is due in full thirty (30) calendar days from the billing date appearing on the invoice, unless otherwise determined by a Prompt Payment Act. If the payment due date falls on a non-Business Day, payment is due on the Business Day before the payment due date.

5.3. Some customers, based upon Issuer's credit review may be required to make payment more frequently or Company may elect a shorter billing or payment cycle.

5.4 The rebate offer provided by Issuer to Company is contingent upon payment being received and posted to Company's account no later than 30 calendar days from the billing date appearing on your invoice.

7. **Application of Payments and Early Payments.** Payments will be applied first to unpaid late fees and then to any unpaid balances. Company or an Account User, as applicable, may pay their Account balance or a portion of it, at any time prior to its due date without penalty.

8. Disputed Amounts.

8.1. Company shall use its best efforts to resolve business-to-business purchase disputes directly with the relevant merchant such as disputes arising out of quality, warranty, or performance issues.

8.2. All charges must be paid in full regardless of disputes. Charges must be disputed in writing no later than sixty (60) days from the billing date or they will be considered final and binding. Company may dispute an amount reflected on a billing statement if: (i) the amount does not reflect the face value of the Transaction; (ii) the amount being disputed is a fee that is not properly accrued under this Agreement; or (iii) Company does not believe it is liable for that amount. Transactions made at an island card reader where the Company or Account User did not obtain a receipt at the time of sale are not eligible for dispute.

8.3. Certain Transactions in dispute may qualify for charge back to the merchant due to fraud or other circumstances in which the merchant may be liable. Issuer shall attempt to charge the Transaction back to the merchant in accordance with its procedures under its merchant acceptance agreements. Any accepted charge back will be credited to the relevant Account. The Company will be liable for the Transaction if the disputed item cannot be charged back to the merchant.

9. **Notice of Loss, Theft or Unauthorized Use.** In the event that Company or an Account User knows of or suspects the loss, theft or possible unauthorized use of a Card or Account or if Company would like to terminate an Account User, Issuer must be immediately notified by calling 1-800-492-0669.

10. Unauthorized Use and Unauthorized Transactions.

10.1. Except as otherwise expressly provided below, Company will be liable to Issuer for all unauthorized use or Unauthorized Transactions that occur if: (i) a Card is lost or stolen and Company does not give immediate notice to Issuer as provided in Section 9 of this Agreement; (ii) such use or suspected use occurs as a result of the Company's lack of reasonable security precautions and controls surrounding the Cards or Accounts; or (iii) such use results in a benefit, directly or indirectly, to the Company or Account User. Misuse by an Account User or other employee does not constitute unauthorized use or an Unauthorized Transaction.

10.2. If Company has less than ten (10) Cards issued to it for use by Company's Account Users or employees, Company's liability for Unauthorized Transactions will be limited as provided in the Truth in Lending Act and implementing federal regulations (currently \$50.00).

11. Default.

11.1. A party to this Agreement may terminate this Agreement at any time upon the default of the other party. "Default" means: (i) the failure of the Company to remit payment to Issuer in accordance with the terms of this Agreement; (ii) the breach by either party of this Agreement, provided the breach is not remedied within 15 days of the defaulting party's receipt of written notice from the other party specifying the breach; (iii) the representation or warranty by either party of any facts in connection with this Agreement that prove to have been materially incorrect or misleading when the representation or warranty was made; (iv) the filing by or against either party of any petition in bankruptcy, insolvency, receivership, or reorganization or pursuant to any other debtor relief law or the entry of any order appointing a receiver, custodian, trustee, liquidator, or any other

person with similar authority over the assets of either party; (v) the insolvency, dissolution, reorganization, assignment for the benefit of creditors or any other material adverse change in the financial condition of either party; (vi) the entry of any adverse judgment, order or award against either party that has a material adverse impact on the financial condition of either party or a detrimental effect on the ability of either party to perform its obligations; or (vii) the default by Company under any other agreement between Company and Issuer.

11.2. If Company Defaults: (i) it will not have any further right to borrow under this Agreement; (ii) all outstanding amounts under the Account are immediately due and payable; (iii) Issuer may terminate this Agreement; and (iv) Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law which may include the payment of all reasonable costs of collection. Alternatively, Issuer may, in its sole discretion: (i) suspend all services and obligations; (ii) shorten the billing cycle; or (iii) change the payment terms. The suspension of services and/or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise.

12. Disclaimers and Limitations.

12.1. Issuer is not liable for any loss sustained by any party resulting from any act, omission or failure to act by Issuer, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement, or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability under this Agreement shall be limited to actual damages incurred by Company as a direct result of Issuer's gross negligence or willful misconduct. Furthermore, Issuer's liability for actual damages shall not exceed the sum of: (i) all fees paid by Company to Issuer under this Agreement prior to the date when any claim is made against Issuer; plus (ii) all other revenue earned by Issuer for all Transactions made in the 12 months prior to the date of any claim made against Issuer. In no event will either party be liable for incidental, special, consequential or punitive damages and, any right or claim to either is expressly and unconditionally waived.

12.2. Except as otherwise required under law, Issuer makes no warranty with respect to goods, products or services purchased on credit through

Issuer. Issuer further disclaims all warranties with respect to goods, products and services purchased with a card, including, without limitation, the implied warranty of merchantability.

12.3. Company acknowledges and agrees that Issuer is not liable to Company for any loss, liability or damages company suffers which result from, are related to, or in any way are connected with any fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct in implementing fraud control or purchase restriction measures Issuer has expressly agreed in writing to undertake for Company.

13. Notices. Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate party at the address set forth in the application for credit or at such other address as the parties may indicate from time to time. In addition to the notice methods provided above, the parties agree that a communication: (i) by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or (ii) by e-mail to or from an address normally used by an Account User for business communications shall be considered to be a "writing" and to be "signed" by the party transmitting it for all purposes. The parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The parties agree that a photocopy or printed copy of a facsimile or e-mail constitutes the "best evidence" and an "original" of such a writing.

14. Federal Law: We comply with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an Account. We will ask you for your name, address, date of birth, or other applicable information to identify you.

15. International Use of Cards/Currency Conversion.

15.1. Cards are issued for use by Company's United States based operations, but may be used in Canada. Company may not distribute Cards to employees based in countries other than the United States. If Cards are used in any other country other than the United States, Company will: (i) be billed in US Dollars; (ii) receive reporting in English; and (iii) accept the currency conversion fee as reflected in Issuer's Fee Schedule.

15.2. Issuer will convert any purchase made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing international Transactions is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time.

16. Additional Products and Card Features. Company may elect to enroll in or use additional products or features that are offered by Issuer or approved vendors of Issuer. Company understands that additional terms of use for such products or features, including any associated fees may apply and will be provided to Company prior to enrollment.

16.1. Online Products: Certain products and services may be accessed by Company or Account Users through the Internet. Although Issuer uses both passwords and data base security methods for our online products, security cannot be guaranteed. Issuer is not liable to Company for any data corruption, loss or unauthorized Account access, as a result of Company's access to Issuer's website through the Internet or dial-in computer, notwithstanding reasonable security measures instituted by Issuer.

16.2. Changes in Law: In the event that there is a change in applicable law deemed by Issuer to be material to the administration of the program Issuer may seek to re-negotiate the terms, including but not limited to, the financial terms, of this Agreement. The Company shall have no obligation to renegotiate such terms; provided, that if the parties cannot agree on an adjustment of such terms, then Issuer may, at its option: (i) allow this Agreement to remain in effect without any such adjustment; or (ii) terminate this Agreement upon written notice to the Company.

16.3. Site Selection: The Site Selection Program enables Company to provide Issuer with a list of specific locations where Company wishes to restrict purchases based on certain specified criteria. If Company chooses to use the Site Selection Program, Issuer will provide Company with appropriate enrollment forms. Issuer reserves the right to not establish site selection criteria for certain sites that may be identified by Issuer as being ineligible for the Site Selection Program. Issuer cannot guarantee that the Site Selection Program will work at independently owned fuel merchants enrolled to accept Issuer's Cards. The Site Selection Program applies only to transactions that are received for authorization by Issuer electronically.

Company is responsible for payment in full of all charges made at a location that Company selected to be an "excluded location" which are made with a valid Card and that are processed by Issuer.

**SAMPLE ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN
WEX BANK AND THE STATE OF MAINE(the "STATE")**

CREDIT INFORMATION

Participating Entity agrees that in the event the account is not paid as agreed, WEX BANK may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity		Phone #		Fax#	
Headquarters Name and Physical Address (Do not include PO Box)				Applicant's Taxpayer ID # (TIN, FEIN or SSN)	
In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles	Avg Monthly Fuel Expenditures \$	Avg Monthly Service Expenditures \$	

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no company name will appear on cards.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Billing Contact		Billing Address		City	State	Zip+4
Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.						
Authorized Fleet Contact Name		Title		Phone #		Fax #
Mailing Address (if different from billing address)				City		State Zip+4
Email address (required to take advantage of product type card controls)						

Card Controls: To help us estimate your credit needs, indicate the types of cards you anticipate using.

If you provide a valid email address above, you can select from these product type options:

☐ All Products ☐ Fuel & Service ☐ Fuel & Fluids with Roadside Assistance ☐ Fuel with Roadside Assistance ☐ Mix of card types

☐ Check here if business is exempt from motor fuels tax

TERMS

DEFINITIONS:

"Agreement" means: Contract No. _____ effective _____ for Fuel Cards and Fuel Management Services (the "Agreement") between the (the State and WEX Bank.

"Participating Entity" shall mean the Participating Entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information above.

All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.

AGREEMENTS OF WEX BANK AND PARTICIPATING ENTITY:

1. This Addendum is to allow the Participating Entity to participate under the Agreement between WEX Bank and the State. It does not modify, amend or change the Agreement in any way.
2. Participating Entity represents that it is authorized or allowed by the laws of its home state to enter into this Addendum and to participate under the Agreement.
3. Participating Entity hereby requests the services of WEX Bank described in the Agreement and agrees to perform all duties of a Participating Entity under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
4. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Participating Entity and this Addendum is the valid and binding obligation of the Participating Entity, enforceable in accordance with its terms.

INFORMATION SHARING DISCLOSURE: Information regarding your transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you.

Federal Law: We comply with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an Account. We will ask you for your name, address, date of birth, or other applicable information to identify you. We may also ask to see your driver's license or other identifying documents for your business.

DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX BANK UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX BANK.

CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this application on behalf of the Participating Entity.

Signature: _____	Printed Name: _____
Title: _____	Date: _____

FOR OFFICE
USE ONLY

Oppty Number

Sales Code

Plastic Type

Coupon Code
YBA

Account Number
04